Capture, 16 July 61
Voyage, 1 June 1861 inclusive Boston & Beaufort Clearance for Turks Island
Charter Boston 2 May 61 Merchandize Liverpool

Aff. Jan. 7. 62
Abandoned

Read

SUPREME COURT OF THE UNITED STATES.

No. ~~180.~~ 92.

THE BRIG "HERALD" AND CARGO, WILLIAM FOLKER, CLAIM'T ON BEHALF OF DAVID HUNTLEY, AND AL., AND WILLIAM WILLIAMS, CLAIMANT OF PART OF THE CARGO, APPEL'TS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

GOVERNMENT PRINTING OFFICE.

SUPREME COURT OF THE UNITED STATES.

No. 166.

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vs.

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INDEX.

	Original.	Print.
Libel	1	1
Monition	4	2
Attachment	6	3
Affidavit, D. R. De Wolf	7	4
Do. Wm. Folker	9	5
Mem., agreement between Holmes and De Wolf	11	6
Claims of D. R. Huntley, J. Toye, Jedediah Ells Newcomb, and J. B. North	12	7
Certificate	15	8
Claim of Wm. Folker	16	9
Affidavit do	18	10
Manifest	30	16
Claim of Wm. Williams and affidavit	31	17
Affidavit, Nelson Parmlee	41	22
Do. Edmund Gellibrand	44	24
Report of prize commissioner	45	25
Inrerrogatories	46	25
Affidavit of Edward S. Hardy	49	27
Deposition of Wm. Folker	51	28
of Geo. Goddard	56	30
of Charles Fiske	59	32
of Fred'k Polle	62	33
of Wm. Seabrook	65	35
of Cha's Homer	67	36
Additional interrogatories	71	38
Deposition of Geo. Goddard	71	38

	Original.	Print.
Certificate of British registry	72	39
" of competency of master	75	40
Articles	78	42
Entry at Beaufort	80	43
Account with Chas. Parmlee	80	43
Do. D. R. De Wolf	81	44
Receipts for cargo	83	45
Bills of lading	84	46
Letter to Frazier, Trenholm & Co., Liverpool	92	50
Do. do. do	93	50
Letter to Milligan, Evans & Co., do	94	51
Receipt for 20 bbls. turpentine	94	51
Letter from Capt. P. Jones, Fort Macon	94	51
Letter to Capt. Folker	98	53
Do. do	99	54
Do. do	100	54
Do. do	101	54
Certificate, D. R. De Wolf	101	55
Manifest	103	56
Charter-party	104	56
Letter from Chas. Parmlee to Capt. Folker	107	58
Log-book	109	60
Decree of condemnation	115	64
Opinion of district court U. S	117	65
Affidavit of D. R. Huntley	121	67
of J. E. Newcomb	125	68
of J. B. North	129	69
Opinion of circuit court U. S	133	70
Appeal	136	71

1 Pleas before the honorable the judges of the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, of October sessions, 1862. No. 18.—In admiralty.

It is thus contained:

Pleas and proceedings before the honorable John Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania.

Be remembered that on the sixth day of August, A. D. 1861, George A. Coffey, esquire, attorney of the United States for the eastern district of Pennsylvania, appears in said court and presents the libel of the United States of America against the brig Herald, her tackle, apparel and furniture, and the goods, wares and merchandise laden thereon; and the same being read, is in the words following, to wit:

In the district court of the United States for the eastern district of Pennsylvania.

UNITED STATES
vs.
THE BRIG HERALD, her tackle, apparel and furniture, and the goods, wares and merchandise laden thereon. } In admiralty.—Prize.

And now, this sixth day of August, A. D. 1861, George A. Coffey, attorney of the United States for the said district, by all lawful ways and means, and to all effects in law whatsoever, alleges, pleads, and articulately propounds as follows:

2 1. That in the State of North Carolina, as well as in divers other adjoining States of the United States, insurrections have and do now exist against the said United States and the government thereof, which insurrections are committed and maintained by the authorities of the said State, and by many of its citizens, as well as by the authorities of other adjoining States and their citizens; that the said authorities and citizens of the said State of North Carolina have formed combinations to oppose the laws of the United States and obstruct the execution thereof, which said combinations are too powerful to be suppressed by the ordinary course of judicial proceedings, or by the powers vested in any marshal of the United States, and do accordingly oppose and obstruct the execution of the said laws, and levy war against the United States; and hostilities and civil war now exist between the said United States and the said insurgent authorities, citizens, traitors, and combinations—and all this was and is true, public, and notorious; and the proponent alleges and propounds everything contained in this and the subsequent articles, jointly and severally.

2. The government of the said United States has proclaimed, set on foot, and actually maintained a blockade of the ports and coasts of the said State of North Carolina; which blockade was so actually set on foot and established at the time of the seizure hereinafter mentioned.

3. That the said brig Herald, whereof William Folker is master, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, were, of the sixteenth day of July, 1861, taken and seized by the United States ship St. Lawrence, under command of Captain H. G. Purviance—said ship then and there being one of the Atlantic naval squadron, under command of Flag Officer S. H. Stringham, blockading the said ports and coasts of North Carolina—and were brought into the port of Philadelphia, in this said district.

3 4. At the time of the aforesaid seizure said brig was off Cape Hatteras, on the coast of said State of North Carolina, and was sailing from the port of Beaufort, in said State, thereby violating the said blockade and the lawful regulations by which it was then established.

5. The said brig, and the goods, wares and merchandise laden thereon, were, at the time of said seizure, the property of enemies of the United States; and the said goods, wares and merchandise were the growth and poduct of said State of North Carolina, and said adjoining States; were contraband of war, and were intended and capable of giving aid and comfort to the said insurgents, traitors, and enemies of the United States; and the said brig, its goods, wares and merchandise, as so doing and being, or otherwise, are liable to confiscation and condemnation, and ought to be confiscated as lawful prize.

6. Due proof being made of all the premises, proponent prays right and justice be effectually done in the premises, and that the usual process of monition and warrant of attachment in this behalf be issued, and that the said brig, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, and so as aforesaid seized and taken, be pronounced to have been violating said blockade, and the lawful regulations establishing it, and to be the property of insurgents, traitors, and enemies of the United States; to be the growth and product of the said State of North Carolina, and adjoining States; to be contraband of war, and to be intended for, and capable of, giving aid and comfort to said insurgents, traitors, and enemies of the United States; and as such, or otherwise, liable to confiscation and condemnation, and be condemned as lawful prize, as having been taken as aforesaid, to be disposed and distributed according to law.

GEO. A. COFFEY,
U. S. Attorney.

4 And thereupon, the court having duly considered of the same, it is ordered and decreed that process of law do issue, according to the prayer set forth and contained in the said libel, and the course and practice of said court, which said process of monition and citation being issued, is in the words following, to wit:

UNITED STATES, *Eastern District of Pennsylvania, sct:*

Monition.

[SEAL.] The President of the United States to the marshal of the eastern district of Pennsylvania, greeting:

Whereas the district court of the United States in and for the eastern district of Pennsylvania, rightly and duly proceeding on a libel filed in the name of the United States of America, hath decreed all persons in general who have or pretended to have any right, title, or interest in the brig Herald, whereof William Folker is master, her tackle, apparel and furniture, and the goods, wares and merchandise laden in said ship, captured as a prize by the United States ship St. Lawrence, under command of Captain H. G. Purviance, and brought into this port, to be monished, cited, and called to judgment, at the time and place underwritten, and to the effect hereafter expressed, (justice so requiring:) You are therefore charged and strictly enjoined and commanded that you omit not, but that by publishing these presents in at least two of the daily newspapers printed and published in the city of Philadelphia, and in the Legal Intelligencer, you do monish and cite, or cause to be monished and cited, peremptorily, all persons in general who have, or pretended to have, any right, title, or interest in the said brig Herald, her tackle, apparel and furniture, and the said goods,

wares and merchandise laden on said brig, to appear before the honorable John Cadwalader, the judge of the said court, at the district court-room, in the city of Philadelphia, on the twentieth day after publication of these presents, if it be a court day, or else on the next court day following, between the usual hours of hearing causes, then and there to show, or allege, in due form of law, a reasonable and lawful excuse, if any they have, why the said brig Herald, her tackle, apparel and furniture, and the goods, wares and merchandise laden therein, should not be pronounced to belong, at the time of the capture of the same, to the enemies of the United States, and as goods of their enemies, or otherwise liable and subject to condemnation, to be adjudged and condemned as good and lawful prizes; and further to do and receive in this behalf as to justice shall appertain. And that you duly intimate, or cause to be intimated, unto all persons aforesaid, generally, (to whom by the tenor of these presents it is also intimated,) that if they shall not appear at the time and place above mentioned, or appear and shall not show a reasonable and lawful cause to the contrary, then said district court doth intend and will proceed to adjudication on the said capture, and may pronounce that the said brig Herald, her tackle, apparel and furniture, and the said goods, wares and merchandise laden thereon did belong, at the time of the capture of the same, to the enemies of the United States of America, and as goods of their enemies, or otherwise, liable and subject to confiscation and condemnation, to be adjudged and condemned as lawful prize, the absence or rather contumacy of the persons so cited and intimated in anywise notwithstanding; and that you duly certify to the said district court what you shall do in the premises, together with these presents. Witness the honorable John Cadwalader, judge of the said court, at Philadelphia, this sixth day of August, A. D. 1861, and in the eighty-sixth year of the independence of the said United States.

CHAS F. HEAZLITT,
Per Clerk District Court.

I, William Millward, U. S. marshal for the eastern district of Pennsylvania, in obedience to the within monition, do report and say, that I have executed the same, as I am by the within commanded, by publishing the within monition in two daily newspapers published in the city of Philadelphia, to wit, in the Press and Bulletin, and in the Legal Intelligencer, on the 10th day of August, A. D. 1861, and also by placing a copy of the said monition on the mast of the said brig.

So answers,

WILLIAM MILLWARD,
U. S. Marshal.
Per THOS. B. PATTERSON,
Deputy Marshal.

UNITED STATES, *Eastern District of Pennsylvania, sct:*

Attachment.

[SEAL.] The President of the United States to the marshal of the eastern district of Pennsylvania greeting:

Whereas the district court of the United States in and for the eastern district of Pennsylvania, in a certain cause of prize, moved and prosecuted in the said court in the name of the United States of America, against the brig Herald, whereof William Folker is master, her tackle, apparel and furniture, and against the goods, wares and merchandise laden on board the said brig, captured by the United States ship St. Lawrence, under command of Captain H. G. Purviance,

as prize, and brought into the port of Philadelphia, in the eastern district of Pennsylvania, rightly and duly proceeding on the day of the date hereof, upon the libel filed on behalf of the United States by George A. Coffey, esq., attorney of the United States for said district, hath decreed the arrest of the said brig, her tackle, apparel and furniture, and the said goods, wares and merchandise:

Thereupon, we do hereby empower and strictly command you, that you omit not, but that you arrest, or cause to be arrested, the said brig Herald, her tackle, apparel and furniture, and the said goods, wares and merchandise, where-
7 soever you shall find the same, and the same so arrested you shall keep under safe and secure arrest until the further order of the said district court, and that you duly certify to the said district court what you shall do in the premises, together with these presents.

Witness the honorable John Cadwalder, judge of the said district court, at Philadelphia, the sixth day of August, in the year of our Lord one thousand eight hundred and sixty-one, and in the eighty-sixth year of the indpendence of the said United States.

CHAS. F. HEAZLITT,
Per Clerk District Court.

August 10th, 1861.—By virtue of the within writ I have arrested, seized and attached the within named brig Herald, her tackle, apparel and furniture, and cargo on board, and have the same in my custody.

So answers,

WILLIAM MILLWARD,
U. S. Marshal,
Per THOS. B. PATTERSON,
Deputy Marshal.

Afterwards, to wit, on the third day of September, A. D. 1861, James F. Johnston, esq., one of the proctors and advocates of said court, appears in said court and presents the claim of David R. De Wolf, for himself and others, and the same being read, is in the words following, to wit:

In the district court of the United States in and for the eastern district of Pennsylvania.

THE UNITED STATES OF AMERICA
vs.
THE BRIG HERALD, &c.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

David R. De Wolf, a resident of the city of New York, but a subject
8 of the Queen of Great Britain and Ireland, intervening for the interest of himself and the other persons hereinafter named as owners, appears before the honorable court and makes claim to the brig Herald, her tackle, apparel and furniture, libeled as a prize in the honorable court at the instance of the United States of America; and the said David R. De Wolf avers that before and at the time of the alleged capture of said brig she was owned by John B. North, Kendall Holmes, Jedediah Newcomb and John Toye, respectively of Hantsport, in the Province of Nova Scotia, David Huntley, of Cornwall, in said province, and this affiant, a resident of the city of New York, but all subjects of the Queen of Great Britain and Ireland, were and yet are the sole, true and bona fide owners of the said brig Herald, which then was and yet is a British vessel, and which if restored will belong to the said named owners, and that no other person or persons is or are the owners thereof, or interested therein, except the interest, if any, which one William Williams, a citizen of the United States, re-

siding in the city of New York, may have under a charter-party; that William Folker, the master thereof, before and at the time of the said alleged capture, and the said owners, were respectively subjects of the Queen of Great Britain, and all which owners, except the said De Wolf, reside in Nova Scotia, and are out of the jurisdiction of this honorable court. Wherefore the said David R. De Wolf, for himself and on behalf of the other said owners of said brig, for whom he is duly authorized to make this claim, prays to be admitted to defend accordingly, and that the said brig may be discharged from arrest, and restored to the undersigned for himself and the other said owners thereof, and that the alleged captors thereof may be condemned in damages and costs, &c.

D. R. DE WOLF.

Sworn to before me this 31st day of August, 1861.

[SEAL.] WILLIAM W. GOODRICH,
Notary Public.

9 And thereupon leave is granted to the said proctor to file the said claim, subject, however, to all legal exceptions.

And now, to wit, proclamation is openly made, that if any one hath aught to say why the said brig Herald, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, should not be condemned or forfeited for the causes in the said libel filed, he may appear, and he shall be heard, and no person thereupon appears, other than those who have already appeared.

Afterwards, to wit, on the 20th day of September, A. D. 1861, proclamation is again made as before, and no person thereupon appears, other than those who have already appeared.

Afterwards, to wit, on the twenty-seventh day of September, A. D. 1861, proclamation is again made as before, and no person thereupon appears, other than those who have already appeared.

In the district court of the United States in and for the eastern district of Pennsylvania.

Filed 11 Oct., 1861.

THE UNITED STATES OF AMERICA
vs.
THE BRIG HERALD.

William Folker, master of the said brig Herald, appears before this honorable court, on behalf of David R. Huntley, John Toye, John B. North, Jedediah Ells Newcomb and Kendall Holmes, respectively, of Hantsport, in the province of Nova Scotia, by the first four of whom he has beeen specially d[illegible] appointed so to appear, and in addition to the claim for said brig h[illegible] made on their behalf by David R. De Wolf, and which he hereby [illegible] confirms, he, with the said De Wolf, claims said brig, her tackle, a[illegible] furniture, as the sole and exclusive property of the said Hunt[illegible]

10 North, Newcomb and Holmes, (together with the said De Wolf;) and the said William Folker avers, that he and all the other persons hereinbefore named were born and are yet subjects of the Queen of Great Britain and Ireland; that the said brig was built at said Hantsport, in the year 1854, and was then and has hitherto been duly registered at the port of Windsor, in Nova Scotia; that while said brig was being built, and before she was finished, in the year 1854, she was owned wholly and exclusively by the following persons in the following shares, viz: $\frac{13}{64}$ shares thereof by the said Huntley, $\frac{17}{64}$ by the said John North, $\frac{8}{64}$ shares by one Gordon Eaton, a native and resident of Nova Scotia, $\frac{13}{64}$ shares by the said Jedediah Ells Newcomb, and $\frac{13}{64}$ shares by

the said Kendall Holmes ; that the said Huntley, North and Newcomb have thence continued to and do now own wholly, absolutely, and in their own right, the said shares of said brig so owned by them as aforesaid ; that the said Eaton, in the month of March, 1860, sold and duly conveyed all his $\frac{8}{64}$ shares of said brig to the said John Toye, and that the said Holmes, by a writing between him and the said De Wolf, dated December 19th, 1854, (a true copy of which is hereto annexed, and which he prays may be taken as a part thereof,) and the original of which he offers to produce, agreed on the terms therein mentioned to sell $\frac{5}{64}$ of said brig to said De Wolf, who this claimant has heard, and believes, has since paid the said Holmes therefor in full, by allowing him a credit for the said price in an account for a larger sum due to him by said Holmes, but for which $\frac{5}{64}$ the said De Wolf has not yet obtained any bill of sale or other conveyance thereof to him.

That from the time the said brig was built unto the present time she has been owned wholly and exclusively by the persons as aforesaid, and that no other person or persons have or do own, or have been or are interested in the said brig, and the said Folker annexed hereto the affidavits of the said Toye, North, Huntley and Newcomb, and a certificate of Edward O'Brien, who is the
11 register of shipping for the port of Windsor, in the province of Nova Scotia, and bearing date October 1st, 1861, which he prays may be taken and considered as a part of this his claim and answer. Wherefore, the said William Folker, on behalf of the said owners of said brig, prays to be admitted to defend accordingly, and that the said brig may be discharged from arrest and restored to him and said De Wolf and the other owners thereof aforesaid, and the said alleged captors thereof may be condemned in damages and costs.

WILLIAM FOLKER.

Sworn and subscribed to before me the eleventh day of October, A. D. 1861.

CHAS. F. HEAZLITT,
U. S. Commissioner.

Memorandum of agreement for $\frac{5}{64}$ of brig Herald, Kendall Holmes, D. R. De Wolf.

This memorandum of agreement, made this nineteenth day of December, eighteen hundred and fifty-four, between Capt. Kendall Holmes, mariner of Handsport, Nova Scotia, now master and part owner of the new British brig Herald, of Windsor, Nova Scotia, of the first part, and David R. De Wolf, merchant of the city of New York, of the second part.

The said Kendall Holmes, party of the first part, agrees to sell to the said party of the second part five sixty-fourths of the whole of the hull, tackle, apparel, materials, and appurtenances of the British brig Herald, of Windsor, N. S., now lying in the harbor of New York and bound for Cadiz; to give a full and complete title, free from all claims, debts and incumbrances of any nature or kind unto the said D. R. De Wolf.

In consideration of which the said D. R. De Wolf, party of the second part, agrees to pay to Kendall Holmes, party of the first part, at the time of
12 the signing and delivering of the bill of sale, and the indorsing of the name of the said D. R. De Wolf on the register of the said brig, five sixty-fourths of the cost of the building, rigging, materials, &c., according to the building contract and original bills, and to pay the amounts according to the contract of building, viz : one-third on the first day of May last, one-third when she was launched, viz : on the first day of November last, and the balance on the first day of November, eighteen hundred and fifty-five, and to pay the interest on the amounts already due up to the time of the delivery of the bill of sale.

It is agreed between the parties that the party of the second part is to be a mutual sharer in the profits and losses of the said brig Herald from the time she was launched.

To the foregoing covenants and agreements the parties each to the other do bind themselves, their heirs, executors and assigns, and administrators, in the sum of one thousand dollars.

KENDALL HOLMES. [SEAL.]
D. R. DE WOLF. [SEAL.]

Signed, sealed, and delivered in the presence of—
JOHN W. HOLMES.
EDW. G. H. GREENWOOD.

PROVINCE OF NOVA SCOTIA, HALIFAX, *ss:*

We, David R. Huntley, John Toye, John B. North and Jedediah Ells Newcomb, all of Hantsport, in the province of Nova Scotia, severally make oath and say, that we, together with one Kendall Holmes, are at present the registered owners of the brig Herald, of Windsor, Nova Scotia, in the following proportions, viz: John B. North holding seventeen sixty-fourth shares, David R. Huntley holding thirteen sixty-fourth shares, Jedediah Ells Newcomb
13 holding thirteen sixty-fourth shares, John Toye holding eight sixty-fourth shares, and Kendall Holmes holding thirteen sixty-fourth shares; that the said brig Herald was built at Hantsport aforesaid, in the year one thousand eight hundred and fifty-four, and is of the burthen of two hundred and thirty-one $\frac{1558}{3509}$ tons, British register tonnage, and registered at the port of Windsor, Nova Scotia.

I, David R. Huntley, for myself, say, that I am a British subject, born in the province of Nova Scotia, and have never taken the oath of allegiance to any foreign power, and that I purchased the shares I now hold in the said brig Herald while she was on the stocks.

I, John Toye, for myself, say, that I am a British subject, born in the province of Nova Scotia, and have never taken the oath of allegiance to any foreign power, and that I purchased the shares I now hold in the said brig Herald from one Gordon Eaton, in the month of March, one thousand eight hundred and sixty, the conveyance of which has been duly registered at Windsor, aforesaid.

I, Jedediah Ells Newcomb, for myself, say, that I am a British subject, born in the province of Nova Scotia, and have never taken the oath of allegiance to any foreign power, and that I purchased the shares I now hold in the said brig Herald while she was on the stocks.

I, John B. North, for myself, say, that I am a British subject, born in the province of Nova Scotia, and have never taken the oath of allegiance to any foreign power; that I was the builder of the said brig Herald and retained the shares I now hold in her; that Kendall Holmes, the other owner of the said brig Herald is at present at sea; he was born in the province of Nova Scotia, and sails from Hantsport aforesaid, where his family now reside, and purchased the shares he now holds in the said brig from me, while she was on the stocks; that I have been informed, and verily believe, that the said Kendall Holmes some time ago transferred some of his shares to
14 one David R. De Wolf, who was born in Nova Scotia, and is now doing business in New York, United States, but the transfer has never been registered.

JOHN TOYE.
J. B. NORTH.
DAVID R. HUNTLEY.
J. E. NEWCOMB.

shipped to the latter firm with instructions to hold the same for and on account of Messrs. Francis Burrell & Co. of New York.

Which property this claimant believes belongs truly and exclusively
18 to, and he claims for said persons in the manner more particularly stated and set forth by him in his affidavit hereto annexed; and for all such losses, costs, charges, &c., as have accrued, or may accrue, by reason of said detention

WILLIAM FOLKER.

Sworn and subscribed Nov. 11, 1861.

CHAS. F. HEAZLITT,
U. S. Com'r.

I, WILLIAM FOLKER, master of the British brig Herald, captured as a prize of war on her voyage from Beaufort, North Carolina, to Liverpool, England, solemnly declare and say: I am a native of England, and have followed the sea for the last fifteen years, the last five of which I have been the master of vessels, all belonging to Nova Scotia. I was appointed master of the said brig Herald by J. B. North, as ship's husband, and one of the part owners of said brig, on the seventh day of May, 1860, and I made my first voyage on said brig from Parsboro, Nova Scotia, to Liverpool, England, in June, 1860; thence I sailed to New York; thence to Wilmington, in North Carolina; thence to Bristol, in England; thence to Newport, Monmouthshire, England; thence with coals to Grenada, in the West Indies, from which I cleared on or about the sixteenth day of April, eighteen hundred and sixty-one, (1861,) and sailed on the seventeenth day of April, eighteen hundred and sixty-one, (1861,) in ballast for Saint Thomas, in the West Indies.

When I cleared for Saint Thomas, I designed to go there to seek a charter, but when a few miles from that port a boat came alongside, and by those on board thereof I was informed that I could not obtain a charter in that port then, nor probably till the arrival there of the mail, which I was then informed was expected to arrive there in about five days thereafter.

Upon obtaining this information I determined to go and did pro-
19 ceed to Turk's Island, with the intention to take thence a cargo of salt, if I should find that it would pay me—either to buy a cargo of salt or to take it on charter. On my arrival there, I found that I could not purchase a cargo on favorable terms, and I then chartered said brig Herald to carry a cargo of salt for Messrs. J. N. Reynolds & Company, of Turk's Island, to Holmes' Hole for orders. I arrived at the latter place with said cargo, upon which I at once crossed in a boat to Wood's Hole which is about four miles from Holmes' Hole, and left at the office of the Telepraph Company at Wood's Hole a message, enclosed in an envelope given to me by said Messrs. J. N. Reynolds & Company, addressed to Messrs. Calvin E. Knox & Co., of New York, which two firms are, I believe, composed of the said Reynolds and the said Knox, and in and about (48) forty-eight hours thereafter I received a despatch from said Messrs. Calvin E. Knox & Co., ordering me to proceed with said cargo to Boston, which I did, and arrived there the eleventh day of May, when I delivered said salt to a firm of Stetson & Son, or Stetson & Company; all the foregoing voyages and acts were made and done by me, in the exercise of my own discretion and judgment, and without any instructions from the owners of said vessel, or any of them, or from any other person. The only communication I ever received about the sailing or management of said brig from any owner thereof was from the said J. B. North, who directed me to use my own discretion in all matters connected therewith. I did, in December, 1860, and when in Bristol, England, receive a communication from John Toye, one of

the part owners thereof, and dated at Gibralter, respecting the repairs of said vessel, and perhaps giving me some advice as to her management. When I was in Liverpool, in or about August, 1860, the said North advised me by letter that he wished said brig got into the Wilmington (North Carolina) trade, if possible; and when I returned to New York I received from him another letter, in which he said that he had requested, or that I had better allow, D. R. DeWolf of New York, ship-broker and commission
20 merchant to obtain for me a freight or charter, which, in all probability, would be of flour or grain, to Europe, but finding that the latter would not be so profitable to the ship as the former, I went from New York to Wilmington, as I have before mentioned. I may and do here state and aver that I did not at that time, or at any time till after the said capture of said brig, know that said DeWolf owned or had any interest in said brig. I had before commanded three other vessels, which were each consigned to said DeWolf, and in that way I had first made his acquaintance, but neither he nor any other person ever informed me, till after her capture, that he had any interest in said brig Herald. I had been informed, either by J. B. North, or by said DeWolf, and I believe it to be true, that said brig had been consigned to said DeWolf, as ship-broker or commission merchant, before I became her master, and that she had become and was indebted to him on account of disbursements for and on her account before that time; and when I arrived at New York from Liverpool, as aforesaid, I requested and employed the said DeWolf, as a commission merchant, to procure me a charter for said brig, which he did, by procuring for her a charter for Wilmington, for which I paid him a commission of five per cent. on and out of the amount of freight advanced to me by McRae & Co., of Wilmington, North Carolina, shipping merchants, who advanced to me that and other sums needed for the said brig Herald's disbursements in that port, and who were repaid therefor out of the freight due when her cargo was delivered in Bristol, as aforesaid.

Soon after my arrival in Boston, I went to New York, where I arrived, I think, on the twenty-second (22d) or the twenty-third (23) day of May, to make inquiries whether I could obtain there or elsewhere a freight or charter for my vessel, and I there saw a Mr. Gillibrand, a ship-broker, and also Mr. William Williams, a merchant in New York, who informed me that persons in North Carolina owed him money, which he would or expected to
21 get if he would take goods in payment, and that he wished to charter a vessel for Beaufort, in that State.

On this subject we had not much conversation; what we had was only that which I have herein stated; we spoke about the price of the charter, for which we finally agreed at the price mentioned in it, and a copy of which, from the original given to him, has already, I believe, been given in evidence in this case.

At this, the only conversation or communication I had with said Williams till after said capture, both he and said Gillibrand declared that none of the ports of North Carolina had been or were blockaded.

We, however, then spoke of the possibility that Beaufort might be blockaded before the brig arrived there, in which case I was then told she would be ordered off; and it was then agreed that if, on my arrival there, I found a blockade, then the charter-party should be null and void, and I should not attempt to enter, but go elsewhere.

On these terms I consented to execute the charter-party, but subject, however, to my right to decline executing the charter-party, should I receive a letter from said North requesting me to go home for repairs, which the brig needed, or to go elsewhere, or should I for any other reason change my mind.

I left New York for Boston on the same day, and arrived there the following

day, and on the next or second day thereafter, I received by mail, I think, three copies of the charter-party for my signature. I did not, however, sign them until the day after I cleared for Turks Island, and my only reasons for not signing them before that time were that I still expected a letter from said North, and above all I considered it not improbable that Beaufort might be blockaded after I sailed from Boston, and before I should arrive at Beaufort. But at length I decided to go there and to sign the charter-party; which I did; one copy of it—my own—I sent by mail to said North, at Nova Scotia, and the others I sent by mail to said Williams in New York.

22 The reasons why I cleared for Turk's Island were that I did not wish my crew to know that I intended to go to a southern port, and I also designed, in case I found Beaufort blockaded, to go next to Turk's Island for a cargo, if I could there obtain one on good terms. I sailed, to the best of my knowledge and belief, in the ordinary, accustomed and proper course for Beaufort, and arrived abreast of that port, and just in sight of land, about six o'clock, civil time, on the morning of the ninth day of June, A. D. 1861. The wind being then off shore, I hauled the brig up by the wind and fetched in close to the land about twenty miles to the southward of Beaufort harbor, and then I tacked and stood off and on all that, the ninth day of June, till about seven or eight o'clock, p. m., when and because the wind was ahead, and the lights at the entrance of the harbor being out, I anchored about seven miles to the southward of the entrance to Beaufort harbor, where I remained till about half-past one o'clock on the next morning, when the wind being more favorable I got under way and stood up towards Beaufort harbor, and on my way up, the morning being dark, I ran aground, where a shoal made out about three miles to the southward of the harbor. In a few minutes I got off again, and proceeded up towards the harbor till daylight, when I saw a pilot boat about a mile from me on the off shore side. I kept away from the pilot, who ran off and into the harbor, soon after which I hove to and set the English ensign at the fore as the signal for a pilot, who, in about half an hour, came alongside, and of whom I then asked if the port was or had been blockaded, and he answered me that it had not been and was not, and that no vessel of war had been seen off that port.

The pilot then came on board and took the brig to Moorhead city wharf, off which she arrived about eleven o'clock a. m., civil time. Soon after a small steamboat came alongside with an officer, who requsted me to accompany him to Fort Macon with my ship's papers, I did. I was there introduced to the commander of the fort, who, with —— Bell, the United States col-

23 lector of customs at that port, examined my papers, and they said they were all right, that there was no custom-house there then, and that I must leave my papers there with him, which I did.

The said Williams had given me a sealed letter addressed to Charles Parmlee, of Goldsboro', North Carolina, to whom I sent it on my arrival. He called on me, I think, the second day after my arrival, and said he would load the brig as soon as he could. He asked me if I had my charter-party with me. I said no; that I had sent it to my owners, who had forwarded it to me at Liverpool. Some day after this, parts of the cargo began to arrive, but it was all attended to and taken in by the first mate. One Nelson Parmlee, a brother of the said Charles Parmlee, attended to putting a part of the cargo on board, and when a part had been loaded by said Charles Parmlee, he came down and informed me that he had heard that the civil and military authorities of said place suspected that the property which he had intended to put on board belonged to Northern persons, and it was whispered that when laden the authorities of that place would seize the same as such; and therefore, in order that he might be allowed to lade all that he had sent down for that purpose, he had been compelled to allow other persons to send down other

property, part of which had been put and other parts of which would be put on board, so that what he and they would ship would make a full cargo.

As neither this nor the freight to be charged by the said Parmlee for the goods concerned me or the brig, but only himself, as the agent of said Williams, I allowed said Parmlee to make what arrangement he pleased with the shippers about the cargo and freight. The said Parmlee sent me a letter asking me to take from a person in Petersburg, Virginia, tobacco, which I pid. I put ninety-four boxes and twenty-five drums in the cabin and forecastle, and six boxes in the hold, and the freight thereof being for my own account and benefit, and not for that of the brig.

24 I understood that some persons in authority at Beaufort applied to the British vice-consul at Wilmington, North Carolina, to know if the Herald were truly a British vessel. The vice-consul, the said McRae, one of the firm who had procured me the charter at Wilmington, and therefore knew the brig, came to Beaufort and saw and assured the authorities there that she was a British vessel, and after his return to Wilmington he sent me the clearance found in the brig.

The said vice-consul, McRae, also told me that there had not been and was not any blockade of Beaufort; that if there should be one, I would be allowed fifteen days to leave; and he further told me that if I saw any blockading vessel, I should go out and tell the officer in command what my vessel and business were, and then to do whatever the officer of that vessel directed me to do.

The said Nelson Parmlee attended to the receipt and lading of a part of the cargo, and while doing so, he informed me that he was a native of Connecticut; that he had kept a dry goods store in Goldsboro,' but had sold out and wanted to leave North Carolina and go home, and he thought that my vessel presented a good opportunity for him to get away. He told me, and I understood from some of the inhabitants of Beaufort, that both the said Parmlees were suspected of being unfriendly to the southern confederacy, and so far as I was and have been able to judge, that was the fact. The said Nelson Parmlee, in order that he might not be disturbed, but get away safely, represented that he was going to Liverpool for his health, and he did go in the brig as a passenger. The German passenger and his wife were strangers to me, and therefore I required and they paid their passage in advance. Parmlee did not do so, nor did I ask him for it, and my only reasons for that were these: he and his brother appeared to be people of means, and of good social position, and in such a case, and where vessels are not passenger vessels, it is not customary for the passage-

25 money to be paid beforehand. In other vessels that I have commanded I have carried passengers, and neither bargained nor received their passage-money till their arrival in port. He did, however, ask me how much the German paid, and I told him; and that is all we ever said to each other about it; but I certainly intended to charge him for, and I believe that he intended to pay for, his passage on his arrival at Liverpool. When the brig had been rather more than two-thirds loaded, I received an order from Fort Macon that I should not leave the port until I got further orders. I understood that this was occasioned by their suspicion that I was going back with the cargo to a northern port and not to Liverpool.

I went to Wilmington and stated this order to the British vice-consul, and he said he would write to the State authorities about it; and nearly a week after I got the order it was withdrawn. After the vessel was loaded, and while I was in Beaufort, two of the seamen, as I learned on my return, mutinied, or quarrelled with the chief mate, because he would not give them a holiday, and they refused to work, and on my return I accompanied the mate, who lodged a complaint against them, and they were put in jail, of all which I gave notice to the British vice-consul.

The second mate, steward, and one seamen, shipped, representing themselves

as citizens of the United States. The mate was a Prussian, and the steward was a Swede by birth. I do not know whether they were or were nor American citizens. The seaman was, I believe, a native of Philadelphia or Boston; he returned with me. After I arrived at Beaufort, some persons there inquired of me, whether I had any Americans on board, and they spoke very hard against seamen from the northern States. I told the said mate, steward, and seaman not to let on that they had sworn allegiance to the United States, and I then altered the entry on the shipping articles of the place to which they belonged, and I told them of this alteration, and obtained their consent to
26 it. I did this because I feared the authorities at Beaufort would detain these men if they knew them to belong or adhere to the northern States. I sailed from Moorehead city about nine o'clock a. m., civil time, on Friday, July 12th, with a light but fair wind, to go out. I took a pilot, but I soon found he was intoxicated. We got under way and got out near to Fort Macon, and he ran us aground on the first breaker; we got off in about ten minutes, and went out towards the bar. At this time the wind hauled to the northeastward so that I could not fetch clear of the outer breaker, and the pilot became afraid that the brig would not stay or would not work; so he put back to Beaufort, and brought up in the stream about twelve o'clock, noon, at which time the wind continued to blow in; at tide time, the next day, Saturday, the wind blew fresh in from the south to south southwest, and so we had no chance to get out. On Sunday the wind blew fair to come out, and we started at about nine o'clock a. m., civil time, with another pilot, and went out and continued the usual and proper course for Liverpool, and on that (Sunday) night we were out of sight of the land, and it was not till Tuesday when we saw the St. Lawrence, at which time we were one hundred and forty-five miles from Beaufort, and seventy-three miles from Cape Hatteras, that we saw or heard of any blockade or blockading vessel; and at no time before I was captured, had I done or committed any act to evade seeing or being seen by any war or other vessel, or to evade any blockade or blockading vessel.

The papers found on the brig when captured were the like papers which I have been accustomed to carry. It is not usual for sailing vessels to carry an invoice of their cargo. They are usually, and, so far as I know, always, sent by some other and quicker conveyance. I have been master of a vessel for five years, and I never, on any voyage during that time, carried an invoice of my cargo, either to or from the United States or elsewhere. A charter-party is generally carried on the vessel, but I never knew that a vessel is required to
27 carry it, and I have on other occasions done as I did on this one—send it to my owners.

And on this occasion I did not send it to them with intent to conceal its existence, my destination, or any other matter or thing.

The paper which I hereto annex marked "A," contains a true statement of the names and residences of the persons and firms who shipped the goods on the Herald, which I have and do hereby claim. Also the amount and description of those goods, and of the names and residences of the persons to and on account they so shipped the same.

I have not any personal knowledge of who is or are the true and absolute owners of the property shipped on said brig. That which was consigned to Potter Brothers, of Liverpool, I believe belongs wholly and absolutely to William Williams, of New York. As to the remainder which I have shipped, I have not any personal knowledge of who is or are the true owners thereof, but to the best of my knowledge, information, and belief, the persons and firms mentioned in my claim therefor, and they only own and are interested in said property in the manner following, viz.: When I signed the bills of lading for said property, I had no other knowledge of the ownership of said property than what said bills and the mate's receipts for said goods, both then shown to

me, disclosed. Such is generally the only means or knowledge which masters of vessels have of the ownership of goods shipped on their vessels.

Since the hearing of the claim for said brig, I have been informed, and I believe it to be true, that the correspondenc found on said brig, but of the purport of which I had not any previous knowledge, shows, that on account of said
200 casks of turpentine, shipped by said T. C. & B. G. Worth, the Liver-
28 pool consignees, Fraser, Trenholm & Company, by their agents, John
Fraser & Company, of Charleston, South Carolina, made an advance to the said shippers thereof, but of what amount I do not know.

That ninety of the said one hundred and seventeen casks of spirits of turpentine shipped by Thomas Thomas & Company belong to Thomas & Duncan, or to Thomas Duncan, of North Carolina, to whom said shippers directed the consignees thereof to make out and send the account sales thereof, and that said twenty-seven casks thereof, marked R, belong to Isaac Ramsey, of North Carolina, to whom said account sales were directed to be made out and sent.

As to the said tobacco, I was, on November the eighth, informed, and believe it to be true, that long before the shipment of said tobacco the shippers thereof, Cameron & Crawford, had contracted with and were bound to Messrs. Francis Burritt & Company, of New York, to deliver to the latter firm in New York, in each and every month until September, 1862, eighty half tierces of Raven tobacco. That said Cameron & Crawford shipped all the tobacco on said brig on or about the first of July; that at that time, under an agreement with said consignees in Liverpool, they drew bills of that date, amounting to £900, on the consignees, Robert Edwards, & W. A. & G. Maxwell, of Liverpool. That on the 19th day of July, A. D. 1861, they forwarded to them at Liverpool the bill of lading therefor with said bills of exchange, and also instructions to the said W. & G. Maxwell to hand over the said twenty-five half tierces of tobacco to said Francies Burritt & Company, as a part of said monthly instalments of tobacco to be sent them as aforesaid, and also that said bills of exchange have been duly honored.

I only retained one of each set of bills of lading which I executed, and that was among the papers taken from me by the prize commissioners in this case, the only bills I gave to the shippers or their agents. They did not give me
any invoice or invoices. It is not usual for the shippers of goods to do
29 so. Indeed, I have no recollection that I ever received an invoice of
any goods which I have carried in a vessel since I commanded one. I have no personal knowledge of the fact, but I presume and believe that the shippers did in this case what is the usual and invariable course in other cases, viz., that they sent one or more of the bills of lading by a swifter conveyance than the Herald to the said consignees, but whether they drew on the said consignees, or they accepted drafts therefor, I have no knowledge or information, except what I have hereinbefore stated. I perhaps should here state the fact, which I do, that the freight of all said goods, except that part of the tobacco taken in the cabin and forecastle, was to have been paid to Potter Brothers, in Liverpool, who were to pay me my freight under the charter-party.

I have been advised that it is my duty, as master of the said brig Herald, and because I have received and signed said bills of lading for said goods, to claim the same on behalf of the said shippers thereof.

WILLIAM FOLKER.

Sworn to and subscribed November 11, 1861.

CHAS. F. HEZLIETT,
U. S. Commissioner.

30 Name of shipper.	Residence of shippers.	Description of goods consigned.		Persons to whom and place where consigned.		On account of whom consigned.
		Tobacco.	Spirits of turpentine.			
T. J. Hughes	Newbern, N. C		49 casks C. 10 on deck	Fraser, Trenholm & Co.	Liverpool, Eng	E. Chew, Swift creek, N. C.
J. T. Peltway	Wilmington, N. C		101 casks	Fraser, Trenholm & Co.	Liverpool, Eng	
T. C. & B. G. Worth	Wilmington, N. C		200 casks	Fraser, Trenholm & Co.	Liverpool, Eng	
Thomas Thomas & Co	Beaufort, N. C		117 casks	Fraser, Trenholm & Co.	Liverpool, Eng	
T. J. Hughes	Newbern, N. C		104 casks	Fraser, Trenholm & Co.	Liverpool, Eng	
T. J. Hughes	Newbern, N. C		84 casks	Fraser, Trenholm & Co.	Liverpool, Eng	J. M. White, Kingston, N. C.
Cameron, Crawford & Co	Petersburg, Va	25 tierces strip. 100¼ boxes manuf.		Robert Edwards	Liverpool, Eng	Robert Edwards. ☞ Boxes of tobacco to be taken in cabin, and freight to be paid to the captain,
Cameron, Crawford & Co	Petersburg, Va	14 tierces strip.		W. A. & G. Maxwell & Co.	Liverpool, Eng	W. A. & G. Maxwell & Co.
Cameron, Crawford & Co	Petersburg, Va	25 half tierces		W. A. & G. Maxwell & Co.	Liverpool, Eng	W. A. & G. Maxwell & Co. ☞ To be taken in cabin; freight to be paid to the captain.
Total		39 tierces. 25 half tierces. 100¼ boxes.	655 casks.			

31 In the district court of the United States in and for the eastern district of Pennsylvania.

THE UNITED STATES
vs.
THE BRIG HERALD and FOLKER, master. } Admiralty prize court.

The claim of William Williams, of the city of New York, and a citizen of the United States of America residing in New York, the true, lawful and sole owner and proprietor of the following, viz.: 134 barrels of spirits of turpentine, 593 barrels of rosin, 329 barrels of tar, 191 barrels of rosin; also, 160 barrels of spirits of turpentine, and six half barrels of spirits of turpentine, for the said part of the cargo laden on board the British bark Herald, and now in the said brig detained at Philadelphia, in consequence of the seizure thereof by the American ship-of-war St. Lawrence.

WM. WILLIAMS.

Sworn and subscribed October 31, 1861.

CHAS. F. HEAZLITT, *U. S. Com.*

Appeared personally the above claimant, Wlliam Williams, who maketh oath and saith: I am a citizen of the United States, and a native and resident of Long Island, New York, but I carry on business as a commission merchant in the city of New York, and have been carrying on such business for at least twenty five-years.

I have had business transactions with several persons in North Carolina for and during the last twenty-five years, and during the last five years with Charles Parmlee, A. J. Finlayson, Riggs & Divine, respectively of Goldsboro', and B. B. Lane, of Newbern, all in said State. My business with said Fin-
32 layson has been that of receiving spirits of turpentine from and to be sold for him on commission, and accepting his drafts therefor; and on the eleventh day of January, 1861, he was indebted to me on account of our said dealings in a balance of $1,248 59, ($1,248 59.) My buisness with said Riggs & Divine was that of accepting and paying drafts drawn by them on me, on account of which they owed me, on the eighteenth day of October, 1860, a balance of $948 17. My business with said Lane has been that of receiving spirits of turpentine from and to be sold for him on commission, and accepting his drafts therefor, on account of which he was indebted to me, on December 1, 1861, in a balance of $926 80. And my business with said Parmlee was that of selling goods for him on commission, paying drafts drawn by him on me, and besides which the said Parmlee has, for the last five or six years, acted as my agent in purchasing for and shipping to me or my order spirits of turpentine, rosin, tar and other produce of North Carolina and elsewhere in the southern States, and on the sixth day of April, 1861, he was indebted to me in a balance of $873 62. In the early part of the present year (1861,) in consequence of the unsettled state of public affiairs, I desired to be paid the balances due me by those persons, and believing that I could not obtain payment in cash, I was willing and desirous to obtain payment if I could in goods, such as my said debtors had or could give me; and as I could not get said goods without chartering a vessel, I determined to do so, and to purchase and ship on my account whatever would be necessary to fill the remainder of the vessel. In pursuance of this, my agent, Mr. Edward Gillibrand, a shipper and ship-broker in New York, introduced me to William Folker, the master of the British brig Herald, who agreed, on the twenty-third day of May, 1861, to charter to me the said brig, and my said agent Gillibrand drew said charter-party, which I executed, and which he sent to Boston to be executed by said master, after whose ex-

33 ecution thereof it was returned in duplicate to me, one copy of which I have, and a true copy whereof I hereto annex, and the other of which I sent to my agents in Liverpool, Potter Brothers.

The said charter-party was made and executed by me for and in my own account solely, and no other person had, or was intended by me to have, any interest therein. I gave to said Gillibrand a letter addressed to said Charles Parmlee, to be sent by said Gillibrand to said captain when said charter-party should be sent to him for execution. I believe said letter was sent to the said captain, and by him delivered to said Parmlee. I have not and did not keep or make a copy of it, not deeming it of any consequence to do so, but on the 27th day of May I wrote and sent to said Parmlee by Adams' express a letter, of which I annex a copy, and which contains, to the best of my knowledge and belief, the substance of all that was in my other said letter sent to him by the captain, and I believe said Parmlee received both said letters. When I agreed with said captain for said charter-party, I had not, nor to my knowledge or belief had the captain or Mr. Gillibrand, heard that the port of Beaufort had been blockaded, or ordered to be blockaded, but we considered it possible that orders to blockade might be given before said brig should arrive there, and I directed and the captain agreed that if, on his arrival at said port, he learned that said port was blockaded, and he could not obtain permission from the blockading force to enter, that he should not attempt to enter said port; upon which said charter-party should be null and void. The said brig might then go elsewhere. And the said captain declared that in that event he would go to Turk's Island. I positively aver that I did not order or desire said vessel to break or attempt to break a blockade of said or of any port or place. What occurred on the arrival of said brig at Beaufort I have no personal knowledge, nor have I received from said Parmlee, since said brig arrived at Beaufort, any letter or letters, except two dated respect-

34 ively June 23d and 27th, 1861, a true copy of which I annex hereto. I also annex hereto a copy of a letter dated April 29, 1861, by said Parmlee to me. I have not and I believe I did not receive from him any letter between his of April 29 and those of June 23 or June 27, 1861, and I have not any letter from him prior to that of April 29, which has any relation to the property or matters stated in my said claim. I have been informed by Nelson Parmlee, a brother of said Charles Parmlee, who then resided near Beaufort, and I verily believe that a part of the said spirits of turpentine and rosin on board said Herald, and which part is mentioned in my said claim, belonged to and was held by said Charles for me absolutely, and that the remainder of said property so claimed by me was afterwards purchased and paid for through him but for me only and with my funds, and that the same was before, and when it was laden on said Herald and consigned to my agents, Potter Brothers in Liverpool, and has thence continued to be, and is, my sole absolute property, and that no other person has any interest in or claim thereto. I further say that the said several debts due to me as I have hereinbefore mentioned, were, when I chartered said brig and are yet, due to me, except in so far as the same may have been paid by such of the goods so claimed by me as Parmlee obtained from them on account thereof, and I further submit herewith the affidavit of said Nelson Parmlee, as further evidence of my said claim: and the accounts which I hereto annex are true copies from my ledger of the accounts between me and my said debtors.

WM. WILLIAMS.

Sworn and subscribed before me October 31, 1861.

CHAS. F. HEAZLITT,
U. S. Com

35 *Mr. B. B. Lave, in account with William Williams.*

1860, July 22.	To balance due me		$1,305 78
1861, April 1.	" acceptance from A. Mitchell & Son		700 00
			2,005 78

Cr.

1860, Aug. 16.	By 405 bbls. com. rosin, as per sale	$366 76	
Oct. 1.	" charges on spirits of rosin	75 28	
" 1.	" 123 bbls. com. rosin, as per sale	120 62	
" 16.	" charges on spirits of turp	25 16	
" 30.	" " on 486 bbls	147 05	
Nov. 17.	" df't W. P. Moore	134 40	
" 22.	" am't charges on sp'ts turp	15 64	
Dec. 1.	" d'ft on Telefar & Howe	194 07	
			1,078 98
			926 80

Messrs. Riggs & Devine, in account with Wm. Williams.

1860, May 8.	11 boxes glass, as per bill	$31 85	
" 19.	accept. at 20 per ct. from 16 May	500 00	
June 4.	cash paid Wood and Brothers	101 66	
" "	" freight on machinery	6 18	
July 12.	" acceptance J. B. Schenck	500 00	
" "	" " Chase & Tower	358 00	
" "	" " Poole & Hunt	200 00	
" 31.	1 bbl. lard oil, as per bill rendered	38 78	
Aug. 8.	acceptance dated 15 July, 4 mo's	623 28	
" 18.	acceptance, 14 Sept. 30 months	552 12	
			2,911 87

36 Cr.

1860, June 4.	By cash	400 00	
July 12.	"	1,010 00	
Oct. 8.	" $560 00		
	Less discount 6 30	533 70	
			1,963 70
	Balance due me		948 17

Mr. A. J. Finlayson, in account with Wm. Williams.

1860, Mch. 8.	To balance due me	$543 20	
July 2.	" cash paid your d'ft this day	1,500 00	
Sep. 20.	" 25 new sp. c. bbls	50 00	
"	" 2½ per cent. commissions per advance $1,000	37 50	
			2,130 70

CR.

1860, Sep.	20.	By cash received from Mr. Parmlee..	475	98	
Dec.	30.	" account sales rendered.....	245	88	
1861, Jan.	11.	" account sales rendered.....	160	25	
					882 11
		Balance due me.....			1,248 59

Mr. Charles Parmlee, in account with William Williams.

1360, Nov.	6.	To balance due me, as per account rendered.....	$694	40	
"	12.	" def't paid W. B. Douglass.....	13	48	
"	24.	" " P. & Ratford.....	126	80	
"	"	" "	61	41	
"	"	" cash paid E. & W., alcohol	58	01	
"	"	" " Corneu & Co	11	62	
"	"	" " charges on H. & L	1	00	
Dec.	4.	" cash d'ft. D. act. Winchester.....	200	00	
"	26.	" amt. cl. A. Johnson.....	349	53	
"	31.	" ½ bbl. kerosene	19	88	
37 1861, Feb.	7.	To cash paid note Claflen, Mellen & Co.....	172	44	
1861, Feb.	7.	To cash paid Bussing, Crocker & Co.	74	48	
"	"	" cash paid apples, &c.....	7	25	
"	22.	" " linseed oil.....	23	85	
"	"	" " potatoes, apples, &c....	16	50	
"	"	" 2 bbls. mess pork.....	34	75	
"	27.	" cash paid Mr. Goddard's bill.....	38	64	
Mch.	22.	" 1 ton guano, as per bill rendered ..	59	50	
"	"	" 10 barrels pork.....	167	50	
"	28.	" paid charges	3	97	
"	30.	" paid P. & Reaford	500	00	
Apr.	6.	" paid note J. D. Locke.....	246	87	
"	2.	" 2 bbls. apples	4	75	
					2,886 63

CR.

1860, Nov.	20.	By 183 bbls. com. rosin, as per acct. sales.....	136	05	
"	24.	" cash paid A. & N. C. R. R	54	00	
"	"	" " N. C. R. R.....	152	95	
"	"	" " R. Perry & Son.....	6	03	
Dec.	1.	" 49 bbls. spirits turpentine, as per acct. sales	680	96	
"	17.	" cash P. freight A. & N. C. C. R..	26	50	
"	"	" cash d'ft. J. Field	134	07	
"	"	" 12 bbls. rosin, net proceeds	14	25	
1861, Jan.	5.	" 43 bbls. spirits turpentine, as per acct. sales	484	13	
"	12.	" 3 bales cotton.....	138	95	
Mch.	22.	" 13 bbls. spirits turpentine, as per acct. sales	155	18	
Apl.	6.	" 1 bbl. beeswax	29	94	
					2,013 01
		Balance due me			873 62

38 [Copy.]

GOLDSBORO', *April 29th*, 1861.

Mr. WILLIAM WILLIAMS:

DEAR SIR: Your favor was received this morning, and the Edwin has arrived, and will, I understand, load to return. There will be no trouble, they say, with schooners coming here, and I wish you would send one or two to take your rosin and spirits away, or can you charter a vessel for Liverpool or Bristol, and have her take her cargo at M. city? I want to *here* from you. I hope you will be able to get a vessel to come out, and let me know if you do as soon as you can, and I will have her cargo ready, or, if you think best, send the schooner to Newbern, and I will send the spirits, and turpentine, and rosin there. The turpentine men have mostly stopped working their boxes, and there will not be much spirits made this season, and I think there will be money on purchasing now. I have the assurance of the fort people that they will let the vessel come and go without trouble. I do not think an American vessel will be troubled either in Newbern or M. city, and I know the English vessels will be safe here

Mr. Riggs was here this morning, and is looking bad, but is much better, and I hope will soon be well. I can get spirits and rosin from Finlayson for this debt to you now if you want it Do your best to send a vessel for it; there is now two vessels loading at Newberne that will be on soon.

Yours, respectfully,

(Signed) CHAS. PARMLEE.

P. S.—There is no chance to get your pay of Finlayson and others only by sending a vessel for their spirits and rosin.

C. B. Dibble & Co. are reported broken, and all other southern houses in the business—*by Day.*

NEW YORK, *27th May*, 1861.

Mr. CHAS. PARMLEE:

DEAR SIR: I have chartered the British brig Herald *no* lying at Bos-
39 ton unless she has already sailed for Morehead city. The captain has instructions to proceed to Morehead city and take in a cargo of naval stores, such as we choose to give him. Now it is important that we should load him with such articles as will pay, and rosin is so low; on the other side, it will not do to ship more than you can help.

I will give you the articles that will pay best, and get all you can of them. Spirits of turpentine will pay best.

1st. All you can of spirits of turpentine.
2d. " " " crude turpentine.
3d. " " " cotton.
4th. " " " tar.
5th. Fill her up with rosin.

You wrote me that Mr. Finlayson would give me spirits turpentine and rosin for his indebtedness to me, and also some others. I wish you to get spirits for Messrs. Riggs & Divine's account, which is about $1,000; also for Mr. Lane's, the amount you have; Messrs. Webb & Morres, and a small matter of Mr. Fields. Do the best you can with them for me, and after you get all the spirits (crude) and tar you can, fill her up with rosin, and make the bill out to Messrs. Potter Brothers, Liverpool, to whom I consign the vessel.

Please let the captain have $200 for disbursements, and when the brig is loaded forward a statement as early as possible, and the bills of lading.

Yours, respectfully,

(Signed) WM. WILLIAMS.

[Copy.]

GOLDSBOROUGH, *June 23d*, 1861.

Mr. WM. WILLIAMS:

DEAR SIR: I hope to be able to send this on Monday by Dr. McDowell, who thinks of leaving, via the southern route, via Nashville. Mr. Riggs is suffering much with his lungs, and I fear may not live long. In my
40 last I wrote you that I felt confident that there would be no trouble in loading the brig, but I have trouble on top of troubles. They thought she was to return to Boston or New York, and do now. I cannot tell you all the trouble I have encountered; they would not let me load her for you, and if I had have loaded her they would have taken it out and seized it and sold it. I will put in all I can of yours, and there, to make the best of it, I must fill her up on freight. I have offered to take three hundred barrels of spirits at $5 per barrel. I fear I shall not be able to get any crude turpentine for you, but can get any quantity of tar. I hope to have five hundred or six hundred barrels spirits more on freight, with some tobacco, and then fill her up with rosin and tar. I am very sorry they would not let me fill her up for you, but they would not, and this was the only way I could do, and I think you will sanction my course under the circumstances. Nelson will expect letters from you on his arrival if he can leave here, which I think he can. Mr. Riggs is very anxious to come on. I expect the vessel will leave next week; cannot say when—probably Thursday or Friday; and when I get all on board, will send you a statement of her cargo, &c.

Yours, respectfully,

CHAS. PARMLEE.

GOLDSBOROUGH, *June 27th*, 1861.

Mr. WM. WILLIAMS: I am closing the cargo of the brig. I have taken seven hundred barrels spirits turpentine on freight at $5 per barrel, and shall take some tobacco also. I have now for you three hundred and thirty-nine barrels, and six and a half barrels spirits turpentine, and about three hundred barrels tar, and shall make up the balance in rosin. The captain thinks he will make the trip in thirty days if nothing prevents, and as soon as we get all on board and the brig cleared, I will send you an account of her cargo with statement and the B. of L. by our post office and express, via Nashville.

Yours, respectfully,

CHAS. PARMLEE.

41 United States district court.—Prize in admiralty.

UNITED STATES
vs.
THE BRIG HERALD and FOLKER, master.

Sur claim of Wm. Williams.

Personally appeared Nelson Parmlee, who, being duly sworn, says: I am a native of the State of Connecticut, aged twenty-five years. I resided in Connecticut till the year 1856, when I went to reside in or near Goldsboro', in Wayne county, North Carolina, where I resided till July last, when I left said State in the British brig Herald, William Folker, master, without any intention to return to said State, at least not until the political differences shall be finally settled. My brother, Charles Parmlee, who is also a native of Connecticut, has resided at Goldsboro' for the last nine years. I was engaged in the dry good business till about the middle of May last, when I sold out all my interest therein, it being my design to leave said State in consequence of the secession thereof;

said Charles Parmlee has for the last five or six years acted as an agent for William Williams, a merchant in New York, in buying for and shipping to him or his order spirits of turpentine, rosin, tar, and other southern products. I know that before the arrival of the said British brig Herald at Beaufort, in June last, said Charles Parmlee had in his possession a quantity of spirits of turpentine and of rosin which belonged to said Williams, and was held by him (C. Parmlee) for shipment to said Williams. I do not, however, know the quantity of either said turpentine or rosin. Said Charles Parmlee informed me, and I believe it to be true, that one A. J. Finlayson, in or near Goldsboro', and others near that place, but whose names I do not know, were then indebted to said Williams. It was my desire, and that of my said brother, that I should leave said State at the earliest opportunity, and my brother wrote to said Wil-
42 liams asking him to send a vessel to Beaufort, in order to take away the turpentine and rosin belonging to him there, in which he also intended to send such goods as he might receive in payment of the debts due there to said Williams. I believe that in pursuance of his request, the said Herald came to Beaufort. After her arrival, and till her departure, there was a general opinion and many reports circulated among the people in and about Beaufort, Goldsboro', and elsewhere in their neighborhood, that my brother intended to load said Herald with a cargo for Boston or elsewhere in the northern States, and not for Liverpool; and by articles in the newspapers and by the conversation of those who were most opposed to the government of the United States, it was suggested that he and said brig should be watched, and the latter not be suffered to take from the said State any property belonging to said Williams, or in which he or any person in the northern States was interested.

In consequence of this state of feeling there my brother found it impossible to obtain for said Williams payment of all the debts due to him as to buy for him a cargo for said vessel; all the property which he shipped in the said brig for, and which is in said brig, and belonging to said Williams, is the spirits of turpentine, rosin, and tar, which my brother shipped to Potter Brothers, Liverpool, and for which the captain gave two bills of lading. I cannot, without referring to said bills of lading, state the exact quantities of each therein, but I know that whatever is mentioned in said two bills of lading, and consigned to Potter Brothers, was brought for and paid for by the funds of said Williams, and belongs to him only, and that no one else has any interest therein. A part of it is the turpentine and rosin so held for him before the arrival of the Herald. Another part of said turpentine, amounting, I believe, to 90 barrels, my brother got from said Finlayson on account of his indebtedness to said Williams, and the remainder of the cargo, for the reasons I have before stated, my brother was obliged to allow other persons to ship on said brig, at such freights as he and they
43 agreed upon; except, however, that part of a lot of tobacco which was taken in the cabin and forecastle, which I understood and believe the captain of said brig agreed to carry on freight payable to himself. My brother, the said Charles Parmlee, has not, nor had he, nor has any person other than said Williams, any interest in the charter-party which I understood said Williams got for said brig. My brother has no interest or concern in or about the said brig, charter-party, freight, or the goods, or any of them, on board the said brig. He acted in all he did only as the agent of and for said Williams, at my brother's request. I superintended the receipt and shipment of about the first half of said cargo; my brother attended to the shipment of the latter part of it. The cargo came down irregularly, and was marked before it was delivered at the wharf. I remained at Moorehead city during the last seven or eight days before and till said brig sailed; and I did not at any time before, or then or since, till after said brig was captured, see or hear of any blockade or attempted blockade of said port of Beaufort; nor do I believe that any such existed. About two weeks

before we sailed I saw at a great distance what Captain Folker believed, and what the captain said he afterwards heard from the British vice-consul was, an English steamship, passing the port of Beaufort; but that was the only vessel I saw off or passing the port, except one or two small sloops which passed; and from the morning we sailed till we were captured I did not see a vessel or sail of any kind. We then saw what we heard from the officer who boarded was a bark. I was not supercargo on said vessel, (Herald.) I had no concern with the cargo. I did not sail for Liverpool for any object connected with said cargo. I did so because I believed I would not have been allowed to go directly to the northern States. I did not pay to or bargain with the captain for my
44 passage money, but I expected to pay, and that he would expect to be paid, but what amount I do not know, but I supposed it would be forty dollars, ($40.)

I am now residing in Guildford, Connecticut, whence I came to Philadelphia, at the request of said Williams, to make this statement.

A. D. PARMLEE.

Sworn to and subscribed November 1st, 1861.

CHAS. F. HEAZLITT,
U. S. Commissioner.

District court of the United States, eastern district of Pennsylvania.

Prize in admiralty.

THE UNITED STATES.
vs.
THE BRIG HERALD, WM. FOLKER, master.

Personally appeared Edmund Gellibrand, who maketh oath and saith:

I am a commission merchant and ship broker, residing and doing business in the city of New York. I have, during the last seven years, been frequently employed by William Williams, a merchant in New York, to charter vessels for him, and in May last he informed me that he had debts due to him by persons in North Carolina, and he requested me to procure for him a foreign vessel, to be chartered by him, to go to Beaufort, North Carolina, to take to Liverpool a cargo which I then understood him to say had been, or would be, obtained for him, in payment of the said debts due to him, and that such was the only mode he had to obtain payment of said debts. I soon after saw and introduced to him the master, I believe, William Folker, of the British brig Herald, then lying at Boston, and the captain expressed his willingness to charter his brig
45 provided the said port was not blockaded, in which event it was agreed that the charter-party should be void, the captain saying that he would then proceed to Turk's island. Upon that agreement being made, the captain went back to Boston, and I drew the charter-party, I think, in triplicate, dated, I think, May 24, the day after the agreement was made, and I had them sent to the captain, at Boston, for his signature. I afterwards received them from, and duly signed by, him, and I returned them to said William Williams. There was but one charter-party or agreement therefor made between said Folker and Williams. Said Folker thereby chartered to said Williams the said brig, (then lying at Boston,) to proceed to Beaufort, and to take a cargo for said Williams to Liverpool. It was a part of the agreement between said parties thereto, although it was not written therein, that if said port should be actually blockaded, then the said charter-party should be void. When it was made, I had not heard, nor, to my knowledge or belief, had said Williams or Folker heard that said port of Beaufort was, or had been, blockaded, but it was supposed by said parties that

it might be before or when said brig should arrive there, and hence they made the agreement I have mentioned.

EDWARD GELLIBRAND.

THE CITY OF NEW YORK:

Sworn and subscribed, &c., before me, the 8th of Nov., 1861.

[L. S.] JAMES W. HALE,
Comm'r of Deeds and Notary Public, 67 *Wall St.*

Which said claims and affidavits being presented, are allowed to be filed, subject to all legal exception.

To the honorable John Cadwalader, judge of the district court of the United States in and for the eastern district of Pennsylvania:

46 We respectfully report, return, and certify that, agreeably to a commission to us directed, there were taken by us the annexed depositions. We also return certain papers, marked No. 1, 2, 3, 4, 5, and 6, referred to in the deposition of Edward S. Hardy, and identified by his signature, and by that of the commissioners. Also, certain papers found on board the Herald and referred to in the deposition of the master, Wm. Folker, and which are marked No. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31. Also, the log-book, which is identified with the signature of the commissioners, and is marked No. 32. Also, a paper referred to in the deposition of William Folker, and of Charles Fisk, which is marked No. 33, and is identified with the signature of the commissioners.

R. C. McMURTRIE,
HENRY FLANDERS,
Commissioners of Prize.

Interrogatories.

1. Where were you born; of what country are you now a citizen or subject; where do you reside; have you at any time, and if aye, when and where, been naturalized as a citizen of the United States; and are you in any manner interested in the captured vessel, her cargo, her voyage, as owner, supercargo, agent, or otherwise however?

2. Were you present, and in what capacity, at the capture in question; if aye, where and when was the capture made, and for what cause or alleged cause; under what authority, commission, or license, and what flag did the captured vessel sail; was any, and what, resistance made at the time of capture, and were any other, and what other, ships and vessels in sight at the time of the capture?

3. Who is the master of the captured vessel; where was he born; of what country is he now a citizen or subject, and where does he generally reside;
47 who, also, are owners of the captured vessel; where were they born; of what country are they now citizens or subjects, and where do they generally reside?

4. What is the name of the captured vessel; what is her tonnage; where was she built; what are the number of her officers and crew; were there any supercargo and passengers on board; who were they, respectively; whence did did they come, and whither were they going; was the vessel armed, and in what manner, and had she any contract, agreement, license, protection, passport, or sea brief on board from any government, or any officer thereof, at the time of the capture, at the time of the commencement of the voyage, or any other, and at what time during the present or any former voyage?

5. From what place did the captured vessel sail on her present voyage; to

what place and places was she bound during the voyage; what had she on board at the time of her sailing on the voyage, and also at the time of her capture; at what place and time was the cargo put on board; of what place or places, respectively, was it the growth, produce, or manufacture; and out of what funds was the same purchased; and who are the laders, owners, and consignees of the cargo; where were they bound from; of what country are they now citizens or subjects, and where do they generally reside; and who would have been the true owners of the said cargo, and every part thereof, if the same had been or should be delivered at the port of destination of the said vessel?

6. What number of bills of lading, receipts, or invoices, for the respective shipments of the cargo, was signed by the captain; to whom and where were the respective shipments of the cargo deliverable; was there any, and what, endorsement or transfer of such bills of lading, receipts, or invoices; what papers, bills of lading, receipts, invoices, letters, or other writings were on board the captured vessl at the time of her departure from her last clearing port, before the capture; were any of them burnt, torn, thrown overboard, destroyed,
48 cancelled, concealed, or attempted to be concealed, and when and by whom, and who was then present; and are there in any country or place any contracts, agreement, bills of sale, charter-party, bills of lading, receipts, invoices, or other instruments and writings concerning the captured vessel, her cargo and voyage, other than those given up at the time of the capture; and if aye, where are they, of what nature are they, and what are their contents?

7. Was bulk broken during the voyage in which you were taken, or since the said ship was captured; if yea, when, where, and by whom; by whose orders, for what purpose, and in what manner?

8. Were there any passengers on board the captued vessel during any, and what, part of the voyage on which she was captured; if yea, how many, and who were such passengers by name; of what nation, state, city, or district, rank, profession, or occupation was each of them; did any, and which of them, hold any, and what, commission, and from whom, and for what purpose; were any, and which, of such passengers secreted at the time of the capture, and why; and what place, and when was each of them taken on board; to what place was each of them destined, or said or supposed to be destined, and upon what business, or for what real purpose or design was he destined there; did they pay or agree to pay anything, and what, for their passage, and to whom; had any, and which, of such passengers any, and what, property, or concern, or authority, directly or indirectly, regarding the ship or cargo; was there at any time during the voyage in which said ship was captured, any officers, soldiers, or marines, secreted on board of her; and if yea, for what reason were they so secreted; and for how long had they been so secreted, and for what reason?

9. What is the whole which you know or believe, according to the best of your knowledge and belief, regarding the real and true property and destination of the vessel and cargo concerning which you are now examined, at the time of the capture?

49 10. If the capture was for a violation or alleged violation of maritime blockade, state the number and armaments of the vessels composing the blockading force, and their positions and distance from one another, and from any point or points on shore, so as to show the extent to which the blockade was actually maintained, as far as your knowledge may enable you so to do; and also, what notice or warning, if any, was given, and when and how given or repeated?

A.

R. C. McMURTRIE. EDWARD S. HARDY.

In the district court of the United States in and for the eastern district of Pennsylvania.

In the matter of the prize brig Herald.

Edward Silas Hardy, an officer of the United States navy, being duly affirmed, deposes and says that he is chief officer in charge of the said prize, and that the documents and papers by him and by Richard C. McMurtrie, the commissioner in this case, marked and enumerated as papers Nos. 1, 2, 3, 4, 5, 6, were delivered to him by Captain Purviance, the captain of the United States frigate St. Lawrence, as found on board and with the said prize, and are delivered to the said commissioner as they were found, without any fraud, subduction, or embezzlement. And deponent affirms that he knows of no papers connected with the said prize being missing, except the log-book of the said prize brig, which he received from Captain Purviance and delivered it to Flag-Officer S. H. Stringham, on board the U. S. frigate Minnesota, at Hampton Roads, since which deponent has not seen the same; and if at any time hereafter before the final condemnation or acquittal of the said property, any other papers relating to the same shall be found or discovered to the knowledge of this deponent, they shall also be delivered up on information given to the commissioner or court. And this deponent further saith that he is an officer of the said United States ship St. Lawrence, which is one of the vessels composing the squadron engaged in blockading the South Atlantic coast, which includes the coast of North Carolina. On the sixteenth day of July, 1861, the said prize brig Herald was captured by the said ship St. Lawrence, about eight miles north of Cape Hatteras, and about the middle of the Gulf Stream, said brig having (as was stated by those on board having her in charge) sailed out of the port of Beaufort, North Carolina, three days before the capture. Deponent saw said brig captured, and went on board of her after the capture by direction of Captain Purviance, to take charge of her as prize master, and with a prize crew carried her to Hampton Roads, where he received instructions from Commodore Stringham, a copy of which, marked by the commissioner and by deponent, is left with the commissioner, in pursuance of which instructions deponent brought the said brig to Philadelphia, were she now lies moored. The copy of said instructions above mentioned has been compared with the original, and is a true and exact copy of the original, word for word, and figure for figure. The copy is marked A.

50

EDWARD S. HARDY.

Affirmed and subscribed this first day of August, 1861, before me.

R. C. McMURTRIE,
Commissioner.

U. S. S. MINNESOTA,
Hampton Roads, July 26, 1861.

EDWARD S. HARDY,
Acting Master U. S. Navy:

SIR: You will proceed with the brig "Herald," now in your charge, which was captured on the sixteenth day of July by the United States ship St. Lawrence, Captain H. G. Purviance commanding, off Cape Hatteras, North Carolina. You will proceed with her to Philadelphia, and deliver the vessel, with all her papers, into the custody of the United States district judge, and to no other person, without authority from said judge.

51

You will retain possession of the vessel until relieved by the judge.

You will communicate with the district attorney for the United States, and report to Captain DuPont, commanding the navy yard.

You will return to this ship without delay, bringing the prize crew with you, and also a receipt for the vessel and her papers from the judge or the person authorized by him to receive her.

Respectfully, your obed't serv't,

S. H. STRINGHAM,
Flag-Officer, Atlantic Blockading Squadron.

In matter of the prize brig Herald.

Depositions of witnesses taken upon the standing interrogatories directed by this court, on board the said brig, on the first day of August, A. D. 1861, before commissioners appointed by this court.

William Folker, being first duly sworn to make true answers to the interrogatories which should be propounded to him, answers and says:

To the first interrogatory he says: I was born in near the port of Lynn, in England. I am now a subject of the Queen of Great Britain. I reside at Hall's Harbor, Nova Scotia. I have never been naturalized as a citizen of the United States. I am not interested in the captured vessel or her cargo, excepting so far as in my official relation as master extends.

To the second interrogatory: I was present at the time of the capture
52 of the brig Herald, as master of her. The capture was made on the 16th July, latitude 35° 42′, longitude 74° 8′ west, as near as my reckoning came to it at the time. The cause I should like to know, being ignorant, saving the captain said it was his orders from the commodore in Hampton Roads to take all vessels he fell in with from southern ports. The Herald sailed under British authority and flag. No resistance was made at the time of capture. There was a bark in sight at the time of the capture along way off; that was all except the St. Lawrence.

To the third: I was master of the captured vessel. His birth and residence has already been stated. The owners are five or six in number; the one that put me in the vessel is J. B. North, of Hansport, Nova Scotia, born at Cornwallis, Nova Scotia; Jedediah Ellis, resident in Cornwallis, Nova Scotia, born there I believe; David Huntly, also born and resident in Cornwallis; Capt. John Toye, born and resident in Hansport, Nova Scotia; Captain Kendall Holmes, of the same place, and born there. I think there is another owner, but who or where he is I am ignorant. They are all British subjects, so far as I know.

To the fourth interrogatory: The vessel is named the Herald, two hundred and thirty one and odd tons, British register; she was built at Hansport, Nova Scotia. At the time of her capture her officers and crew consisted of a master, two mates, one man acting as cook and steward, and two men. I left two seamen in jail in Beaufort, North Carolina. There was no supercargo; there were four passengers. Mr. C. W. F. Seidle, a German gentleman, his wife and child, and Mr. Nelson Parmelee, a brother of the agent who shipped the cargo at Beaufort, North Carolina. Mr. Seidle and family came from Newbern, North Carolina. I was going to Liverpool with the brig, and thence to Saxony. Mr. Parmelee was going from Goldsborough, North Carolina, to Liverpool, England. The vessel
was not armed, saving there was a shot-gun and pistol, and she had no-
53 thing in the nature of a sea brief on board at the time of the capture, saving her register, which was British, nor at any other time that I know of or believe.

To the fifth interrogatory: The brig sailed from Beaufort, North Carolina, bound to Liverpool, England. Her cargo is set forth truly in the manifest,

which was delivered to the captors. The papers produced, and marked (No. 6, R. C. McMurtrie, Edward S. Hardy,) is the manifest, and the cargo was not changed from her time of sailing to the time of her capture. It was put on board at Morehead city, close to Beaufort, North Carolina, between June 10th and July 14th.

I believe the rosin and turpentine were the growth of North Carolina. The tobacco, I believe, came from Virginia. I am ignorant and have no belief as to the funds it was purchased with. The loaders were Charles Parmelee and others whose names I do not know. Wm. Parmelee resides in Goldsboro', North Carolina. I believe he is from Connecticut. Two other of the loaders are J. B. and G. C. Worth, of Wilmington, North Carolina; the others I do not know. I believe one or two were resident in Beaufort, and are in Newbern, North Carolina.

I believe Messrs. Potter and Brothers, of Liverpool, of England, would have been the owners had the cargo reached its destination. They were the consignees.

I have no knowledge or belief as to who were the owners at the time of the loading of the cargo.

To interrogatory sixth he says: There were, I think, seven sets of threes or fives each of bills of lading, signed by the captain for the cargo, one set for each shipment or parcel. All were deliverable in Liverpool, England, to Potter Brothers, or Potter Brothers & Company. The bills of lading were not endorsed or transferred to my knowledge. There were on board the captured vessel at her departure from Beaufort, six papers now in the possession of this commissioner, marked No. 1, 2, 3, 4, 5, 6, with the signature of the commissioner, R. C. McMurtrie, and the prize master, Edward S. Hardy; also five letters, and my copies of the bills of lading, marked No. 7, 8, 9, 10, 11, 12, and 13, 14, 15, 16,
54 17, 18, 19. The letters are marked No. 20, 21, 22, 23, 24. The receipts are marked No. 25, 26, 27, 28, 29, and 30. There was a log-book, which was delivered to the captors. There were no other papers or documents on board having any relation to the vessel or cargo on board the vessel.

There was also an order from the commanding officer of Fort Macon, which is produced and delivered to the commissioner; is marked No. 31. No papers or documents were burnt, torn, thrown overboard, destroyed, or cancelled, concealed or attempted to be concealed. There were no contracts, agreements, bills of sale, charter-party, bills of lading, receipts, invoices, instruments and writings in any country or place, concerning the captured vessel, her cargo or voyage, other than those given up at the time of the capture and those now produced to the commissioner and noted above, excepting a charter-party which is in New York, in possession of Wm. Williams, a shipping merchant; his place of business, I think, is on Wall street near the East river. The contents are a contract between Charles Parmelee, of Beaufort, North Carolina, and Potter Brothers, of Liverpool, England, to take a cargo from Beaufort, North Carolina, to Liverpool, England. I made the charter-party with Wm. Williams; whether he acted for Parmelee or for himself I do not rightly remember.

To the seventh interrogatory he says: Bulk has not been broken from the time of leaving Beaufort, except to take a passenger's trunk out by order of Com. Stringham, in Hampton Roads.

To the eighth interrogatory he says: The answer has already been fully given to this. I know nothing of the rank or occupation or profession of the passengers. None of them held any commission from any person or power to my knowledge or belief. None were secreted at the time of the capture. They were taken on board at Moorehead city, on the 12th or 11th of July last. I have stated where they were destined. Of their business I am ignorant.
55 Judging from their conversation, I thought they were trying to get rid of Jeff. Davis's squad. The German paid me eighty dollars for himself and family. I had no agreement or conversation with Mr. Parmelee on the subject.

I expected the same from him as from the rest when we arrived in Liverpool.

None of them had any concern, property, or authority, directly or indirectly, in relation to the ship or cargo. There were no soldiers, officers, or mariners, except the crew on board the vessel, prior to the capture.

To the ninth interrogatory he says: I know nothing as to the true and real property and destination of the vessel and cargo, saving as I have already stated.

To the tenth: I have seen no blockade as yet. About three weeks before I came out of Beaufort I saw what I supposed to be a man-of-war from the tops of the buildings. I saw two spars, but no hull, with a glass, and saw she was standing to the northward, almost a week before sailing. The British ship Gladiator came near the bar. These are all the men-of-war I saw before the capture. I heard from the pilot that none had been seen there. I was off the port twenty-four hours on arriving between Beaufort harbor to Bogue inlet, without seeing any man-of-war. I have had no notice or warning of the blockade at any time, nor have I ever heard of it at any time.

WILLIAM FOLKER.

Sworn and subscribed this first day of August, 1861, before me.

R. C. McMURTRIE,
Commissioner.

William Folker, being duly sworn, further deposes and says, in answer to the additional interrogatories in the case of the brig Herald. First. That the supply of provisions and water is correctly stated in the list marked "33;" that this list comprises the provisions and water on board at the time of the capture, saving that a part of our cask of water had been used.

Secondly. I do not know whether the log-book was regularly written
56 up daily from the departure of the vessel from her last port and during her stay there.

There were no memoranda or writings kept in the nature of a log or from which a log could be made up or written out. The log-book marked 32, and with my name written upon the inside of each corner, I recognize as the log-book of the brig Herald.

WILLIAM FOLKER.

Sworn and subscribed before me this second day of August, 1861.

HENRY FLANDERS,
Commissioner.

William Folker, being re-examined with reference to his answer to the fifth interrogatory, says: That the captured vessel sailed from Boston to Beaufort; that she cleared at the former port for Turk's Island, although the real voyage was to Beaufort and thence to Liverpool.

WILLIAM FOLKER.

Sworn and subscribed before me this third day of August, 1861.

HENRY FLANDERS,
Commissioner.

George Goddard, being duly sworn to make true answers to the interrogatories propounded to him, answers and says:

To the first interrogatory he says: I was born in London, England. I am now a British subject, and have never been naturalized in the United States. I am not interested in the captured vessel, her cargo or voyage, in any capacity whatever.

To the second interrogatory he says: I was present at the time of the capture

of the brig Herald, as officer of the deck. The capture was made off Cape Hatteras, at about 74° 8′, at about half past ten o'clock on the morning of Tuesday, the sixteenth of July. The alleged cause of capture was that the brig had come out of a southern port. The captured vessel sailed under a British register and flag. There was one other vessel in sight at the time of the cap-
57 ture—a barque. There was no resistance made at the time of the capture.

To the third interrogatory he says: Captain Folker is the master of the brig. He was born in Lynn, Norfolk, England. He is now a British subject, and generally resides in Nova Scotia. The only owner of the captured vessel of whom I know anything is a Mr. North. I believe he is a British subject, and resides at Windsor, in Nova Scotia, but when he was born I do not know.

To the fourth interrogatory he says: The name of the captured vessel is the brig Herald; her tonnage is 232, register; she was built in Nova Scotia; her officers were two, and her crew were two and the cook. Two of her men were left in jail in Beaufort, North Carolina, for mutiny. I do not know whether there was any supercargo, but there were two passengers—a Mr. Parmelee, and Mr. Seidle, wife and child; Mr. Parmelee came from Goldsboro', and Mr. Seidle and family from Newbern, and was bound for Liverpool. The vessel was not armed, except an old gun and pistol on board. I do not know of her having any contract, agreement, license, protection, passport, or sea-brief, from any government or officer, at the time of her capture, or at any other time.

To the fifth interrogatory he says: The captured vessel sailed on her present voyage from Beaufort, North Carolina, and was bound to Liverpool, and to no other place. Her cargo consisted of naval stores and tobacco, and was the same at the time of her capture. The cargo was put on board at Moorehead city, near Beaufort, between the twenty-fourth of June and the eighth of July. The cargo was the produce of North Carolina, I believe. I do not know out of what funds it was purchased. The laders were a Mr. Parmelee, a brother of our passenger, and a Mr. Thomson, and another who had a ship-chandlery in Beaufort, but whose name I do not know. All the rest of the cargo came down in the train from Goaldsboro' and Newbern. I do not know any other owner
58 of the cargo than Mr. Parmelee. The reason I know he was the owner is, that I gave him the receipts. I forget the names of the consignees in Liverpool. Mr. Parmelee, one of the laders of the cargo, resides in Beaufort, but came from the north originally. I do not know who would have been the true owners of the cargo if it had been delivered at the port of destination.

To the sixth interrogatory he says: I do not know anything about the number of bills of lading, receipts, or invoices given by the captain. The cargo was deliverable in Liverpool, but to whom I do not know. There was no other papers on board at the time of her departure except those in possession of the captain, of which I know nothing There were no papers cancelled, or concealed, or attempted to be concealed, to my knowledge. I know of no papers such as are inquired of in any other country or place.

To the seventh interrogatory he says: Bulk has not been broken during the voyage, or since the capture of the vessel.

To the eighth interrogatory he says: I have already stated who, and how many, were the passengers; I know nothing of their rank, profession, or occupation, nor whether they held any commission. They were all taken on board a Beaufort, and were destined for Liverpool. The German passenger I heard was going home to see his mother, and Mr. Parmelee was leaving to save his life, he having been threatened because he was a northern man. I know nothing of their business or design in going to Liverpool. Mr. Seidle paid his passage, but I do not know as to Mr. Parmelee. I know nothing and have no reason to suppose that any of the passengers had any interest in or authority over the

ship and cargo. There were no persons of any kind except those I have mentioned, and no one concealed.

To the ninth interrogatory he says: I know nothing more about the real owners of the captured ship and cargo, or of their destination, than what I have already stated. During the whole time, during our voyage to and stay
59 at Beaufort, I did not see one ship-of-war except a British ship-of-war. We had no notice of the blockade, and the British consul told us we would have fifteen days to leave the port after it was blockaded.

GEORGE GODDARD.

Sworn and subscribed this first day of August, 1861, before me.

HENRY FLANDERS, *Com'r.*

Charles Fiske, being first duly sworn to make true answers to the interrogatories propounded to him, answers and says:

To the first interrogatory he says: I was born in Sweden. I am now a citizen of the United States; I was naturalized at New York, in 1853. I am in no way interested in the captured vessel, her cargo or voyage.

To the second interrogatory he says: I was present at the capture of the brig Herald, in the capacity of steward on board said brig. She was captured on the morning of the sixteenth of July, but in what latitude and longitude I do not know. She was captured, I suppose, because she came from a southern port. She sailed under British register and flag. No resistance was made at the time of capture. There was a barque in sight at the time of the capture.

To the third interrogatory he says: Captain Folker is the master of the captured vessel. He was born in England; he is now a British subject; he generally resides, I believe, at Hansport, in Nova Scotia. I don't remember who are the owners of the vessel.

To the fourth interrogatory he says: The name of the captured vessel is the brig Herald. Her tonnage, I believe, is two hundred and forty; she was built in Nova Scotia, at Hansport; I think she had three officers, two men, and the steward. Our passengers were three, together with a child—a German by the name of Seidle, with his wife and child, and Charles Parmelee. They came from Newbern and were going to Liverpool. The vessel was not armed. I don't
60 know whether she had any contract, agreement, license, protection, passport, or sea brief on board, from any government, or any officers thereof, either at the time of capture, at the time of the commencement of the voyage, or at any other time during this or any previous voyage,

To the fifth interrogatory he says: The captured vessel sailed on her present voyage from Beaufort, North Carolina, and was bound for Liverpool. Her cargo consisted at the commencement of the voyage, or at the time of her sailing, and also at the time of her capture, of rosin, tar, spirits turpentine, and tobacco. The cargo was put on board at Moorehead city wharf, near Beaufort, in the latter part of June and the first part of July. It was the produce, I believe, of North Carolina and Virginia. I don't know out of what funds it was purchased. The lader of the cargo was a Mr. Parmelee, of Beaufort, a brother of our passenger. I don't know who are the owners or consignees except Mr. Parmelee, the passenger, who told me that he had an interest in the cargo, nor who could have been the true owners of the cargo, and every part of it, if the same had been or should be delivered at Liverpool, unless it should be a Mr. Williams, of New York.

To the sixth interrogatory he says: I do not know how many bills of lading or other papers were signed by the captain for the respective shipments of the cargo. The resepective shipments were deliverable at Liverpool, but to whom I do not know, nor do I know anything respecting any endorsement or transfer of the bills of lading or other papers relating to the cargo. I know nothing as

to what papers were on board at the time of her departure from her last clearing port before her capture. I do not know of any papers being burnt, torn, thrown overboard, destroyed, or cancelled, concealed, or attempted to be concealed, nor do I know of there being in any country or place any contracts or writings of any description concerning the captured vessel, her cargo and voyage.

To the seventh interrogatory he says: Bulk was not broken during the vogage in which the vessel was taken, nor since the capture.

61 To the eighth interrogatory he says: There were three passengers on board at the time of the capture. I know nothing more of them than what has been already stated. They were not secreted at the time of the capture. They were taken on board at Moorehead city wharf, on the 11th of July. Mr. Seidle was destined to Liverpool and from there to Germany; his business was to bring to this country his family, and also to buy some goods. Mr. Parmelee was destined to Liverpool; what his business was I do not know; but I think he intended to return in the vessel to Beaufort. Mr. Seidle and family paid the captain eighty dollars for their passage. What Mr. Parmelee paid or agreed to pay I do not know. There were no officers, soldiers, marines, secreted on board of the captured ship at any time during the voyage in which she was captured.

The ninth interrogatory he answers as follows: I have no other knowledge and belief regarding the real and true property and destination of the vessel and cargo at the time of the capture than what I have already stated.

To the tenth interrogatory he says: I suppose we were captured because we sailed from a southern port; but we saw no blockading force off Beaufort. It was reported three times from Fort Macon that a man-of-war was off the harbor, but I only saw one while we were lying there. To the additional interrogatories numbered "1 and 2", he says that the supply of provisions and water is correctly stated in the list marked "33;" that this list comprises the provisions and water put on board on board at Beaufort, deducting therefrom what had been used in two days of our voyage. As to the log-book I know nothing.

CHARLES FISKE.

Sworn and subscribed beforoe me this 30th day of August, 1861.

HENRY FLANDERS,
Commissioner.

62 Frederick Polle, being first duly sworn to make true answers to the interrogatories which should be propounded to him, answers and says:

To the first interrogatory he says: He was born in Prussia, but has declared his intentions of becoming a citizen of the United States in the district court of the United States for the eastern district of New York. I have no place of residence except New York. I am in no manner interested in the captured vessel, her cargo or voyage, as owner, supercargo, agent or otherwise howsoever.

To the second interrogatory he says: He was present at the capture in question, in the capacity of second mate. The capture was made, I think, on Tuesday, the 16th of July, and in the Gulf Stream, but the latitude I do not know; nor do I know for what cause or alleged cause the capture was made. The vessel sailed under British authority and flag. There was no resistance made at the time of capture. There was a ship or barque in sight at the time of capture. I believe a barque.

To the third interrogatory he says: Captain Folker is the master of the captured vessel. He was born in Lynn, England. I think he is a British subject; he generally resides at Windsor, Nova Scotia. I do not know who the owners of the captured vessel are, but one of them, I believe, resides in New York.

To the fourth interrogatory he says: The name of the captured vessel is the brig Herald. Her tonnage I do not know, nor do I know where she was built.

She had two officers, and her crew consisted of two men and the steward. There were three passengers on board; one was a German named Seidle, together with his wife and child, and a Mr. Parmlee. They came on board at Beaufort, N. C., and were going to Liverpool. The vessel was not armed, but I do not know whether she had any contract, agreement, license, protection, passport or sea-
brief on board, from any government, or any officer thereof, at the time
63 of the capture, at the time of the commencement of the voyage, or at any other time during the present or any former voyage.

To the fifth interrogatory he says: That the captured vessel sailed on her present voyage from Beaufort, North Carolina, and was bound for Liverpool. Her cargo consisted at the commencement of the voyage, and at the time of the capture, of tobacco, tar, rosin and spirits. The cargo was put on board at Beaufort, between what precise dates I am unable to say, but from some time about the middle of June and the 13th of July. I cannot state the place or places of which the cargo was the growth, produce or manufacture, nor do I know out of what funds the same was purchased, nor who were the laders, owners, and consignees of the cargo; nor who would have been the true owners of the said cargo if the same had been or should be delivered at the port of destination of the said vessel.

To the sixth interrogatory he says: I do not know what number of bills of lading, receipts or invoices were signed by the captain for the respective shipments of the cargo, nor to whom the latter was deliverable; but its destination was Liverpool. I do not know whether there were any, or what, endorsement or transfer of any bills of lading, receipts or invoices; nor do I know anything about any papers of any description being on board the captured vessel at the time of her departure from Beaufort, that being her last clearing port; nor whether there are in any country or place any contracts, agreements, bills of sale, charter-party, or any other instruments and writings concerning the captured vessel, her cargo and voyage.

To the seventh interrogatory he says: That bulk was not broken during the voyage, nor since the capture of the vessel.

To the eighth interrogatory he says: He knows nothing more of the passengers than what he has already stated in answer to a previous interrogatory. Mr. Seidle and wife were Germans; Mr. Parmelee belonged somewhere to the
north, but of the rank, profession or occupation of these passengers, re-
64 pectively, I know nothing. I do not know whether they held any commission. They were not secreted at the time of the capture. They were taken on board at Beaufort the day before we sailed. The precise day of the month I do not recollect. Mr. Seidle and family were destined to Germany, but on what business, if any, I do not know. Mr. Parmelee was destined to Liverpool, but for what business, purpose or design he was destined there I am ignorant. I do not know whether they paid or agreed to pay anything for their passage. They had no property or concern or authority, directly or indirectly, regarding the ship or cargo. There were at no time during the voyage in which the ship was captured any officers, soldiers, or marines secreted on board of her.

To the ninth interrogatory he says: That he has already stated all that he knows or has reason to believe respecting the real and true property and destination of the vessel and cargo concerning which he is now examined.

To the tenth interrogatory he says: He did not see any blockading vessel off the harbor of Beaufort at the time of the arrival of the captured vessel, nor while she was lying there, nor at the time of her departure; nor was any notice or warning given so far as I know.

To the additional interrogatories he answers: First, that there were on board the captured vessel at the time of her departure from Beaufort five full casks of water; a part only of one of the casks had been used at the time of the capture. Our provisions consisted of pork, beef, beans, peas, bread, flour, butter

and cheese, together with tea and coffee; what amount of each description I cannot state, but I think the supply was sufficient for the voyage.

In answer to the second additional interrogatory he says: He has no knowledge of the matters therein inquired of.

F. POLLE.

Sworn and subscribed this 2d day of August, 1861, before me.

HENRY FLANDERS, *Commissioner.*

65 William Seabrook, being first duly sworn to make true answers to the interrogatories propounded to him, answers and says:

To the first interrogatory he answers as follows: I was born in England, and am now a British subject. I reside at Portsmouth, England. I am in no manner whatever interested in the captured vessel, her cargo, or voyage, as owner, supercargo, agent, or otherwise.

To the second interrogatory he says: I was present at the capture in question, being a hand on board the captured vessel. The capture was made on the sixteenth of July, about sixty miles out from Beaufort, North Carolina; and because she came from a southern port, I suppose that to have been the cause. The captured vessel sailed under the British flag; no resistance was made at the time of the capture. One vessel was in sight at the time of the capture—a barque, I believe.

To the third interrogatory he says: William Folker is the master of the captured vessel; I do not know where he was born, nor do I know of what country he is now a citizen or subject, nor where he generally resides. I do not know who are the owners of the captured vessel

To the fourth interrogatory he says: The name of the captured vessel is the brig Herald; I do not know what her tonnage is, nor where she was built. Her officers and crew at the time of the capture were six in number. There were passengers on board, and, to the best of my knowledge and belief, a supercargo. The passengers were a German, his wife and child, and Mr. Parmelee, who was, to my best knowledge and belief, supercargo; Mr. Parmelee came from Goldsboro', N. C., the German family from Newbern; they were going in the vessel to Liverpool. The vessel was not armed; so far as I know, she had not on board, to my knowledge, at the time of the capture, at the time of the commencement of the voyage, or at any other time, any contract, agreement, license, protection, passport, or sea-brief from any government, or any officer thereof.

66 To the fifth interrogatory he says: The captured vessel sailed on her present voyage from Boston, Massachusetts; she cleared for Turk's Island, thence to Liverpool. When she sailed from Boston she was in ballast; at the time of her capture her cargo consisted of tobacco, rosin, spirits of turpentine and tar. The cargo was put on board at Morehead city, near Beaufort, during the latter part of June, or the first part of July, and was the growth or produce of Virginia and North Carolina. To the best of my knowledge and belief, the funds out of which the cargo was purchased were furnished by a Mr. Williams, of New York. The lader of the cargo was Mr. Parmelee, of Goldsboro', the brother of the passenger; I understood he came to Goldsboro' from New Hampshire; I believe he generally resides at Goldsboro'. I do not know who are the consignees of the cargo, nor the owner or owners, nor who would have been the true owners, if the same had been or should be delivered at the port of destination, unless it be Mr. Williams above named.

To the sixth interrogatory he says: I do not know what number of bills of lading, receipts or invoices for the respective shipments of the cargo was signed by the captain; the shipments were deliverable at Liverpool. I know nothing about any endorsement or transfer of the bills of lading, receipts, or invoices, nor do I know anything of any papers, bills of lading, receipts, invoices, letters or other

writings being on board the captured vessel at the time of her departure from Beaufort before the capture, nor of any papers or writings of any description being in any country or place concerning the captured vessel, her cargo or voyage.

To the seventh interrogatory he says: Bulk was not broken during the voyage in which we were taken, or since the ship was captured.

To the eighth interrogatory he says: I know nothing more of the passengers than what I have stated before, except that they were not secreted at
67 the time of the capture. They were taken on board at Morehead city; the German family on the 11th of July, and Mr. Parmelee, to the best of my recollection, on the 12th or 13th of July. The German was destined to Liverpool and thence to Germany; he was going to Germany to bring his mother to North Carolina, and also a stock of goods. Mr. Parmelee was going to Liverpool, to the best of my knowledge and belief, to dispose of the cargo. The German paid or agreed to pay eighty dollars for the passage of himself and family. What Mr. Parmelee paid, if anything, I do not know. None of the passengers except Mr. Parmelee had any property, or concern, or authority regarding the ship or cargo whatever, so far as I know. Mr. Parmelee, as I have before stated, was the supercargo. There was at no time during the voyage in which the ship was captured any officers, soldiers, or marines secreted on board of her.

To the ninth interrogatory he says: I have no other knowledge or belief regarding the real and true property and destination of the vessel and cargo than what I have previously stated.

To the tenth interrogatory he says: I saw but one ship-of-war off Beaufort while we were lying there; she remained a part of one afternoon.

WILLIAM SEABROOK.

Sworn and subscribed before me this 30th day of August, 1861.

HENRY FLANDERS,
Commissioner.

Charles Homer, being first duly sworn to make true answers to the interrogatories propounded to him, answers and says:

To the first interrogatory he answers as follows: I was born in Pennsylvania, and am a citizen of the United States. I reside in Boston. I am in no manner or capacity whatever interested in the captured vessel, her cargo or voyage.

To the second interrogatory he says: I was present at the capture in question, being a hand on board the captured ship. The capture was made
68 off the coast of North Carolina, in or near the Gulf Stream, on the morning of the 16th of July. I know of no other cause of her capture than that she came out of a southern port. The captured vessel sailed under the British flag; but I know nothing respecting the authority, commission or license under which she sailed. No resistance was made at the time of capture. I saw no other vessel or vessels in sight at the time of the capture; but I saw a barque just after they boarded us.

To the third interrogatory he says: Captain Folker is the master of the captured vessel. I do not know where he was born. I am not sure of what country he is now a citizen or subject, nor can I tell where he generally resides. I do not know who are the owners of the captured vessel.

To the fourth interrogatory he says: The name of the captured vessel is the brig Herald. I think her tonnage is two hundred and sixty tons. I do not know where she was built. Her force consisted of the captain and two officers, the steward and two hands. There were three passengers and a child on board. They were a German, his wife and child, and a Mr. Parmelee, who was acting as supercargo. I heard him say that he was going in that capacity. They came from Beaufort; Mr. Parmelee was going to Liverpool, and the German with his

family were returning to Germany. The vessel was not armed. I do not know whether she had any contract, agreement, license, protection, passport or sea-brief on board from any government or any officer thereof at the time of the capture, or at any other time.

To the fifth interrogatory he says: The captured vessel sailed on her present voyage from Boston, Massachusetts. She was bound to Turk's island, and from thence to Liverpool. Her last clearing port was Beaufort, North Carolina. Her cargo consisted at the time of her sailing from Beaufort, and at the time of her capture, of rosin, tar, tobacco and turpentine. Her cargo was put on board during the latter part of June and the first part of July, at Morehead city, near Beaufort. The cargo was the growth or produce of North Carolina and
69 Virginia. The funds out of which the cargo was purchased were supplied, I understood, by a Mr. Williams, of New York. I obtained this information from Mr. Parmelee, of Beaufort, who put the cargo on board. Mr. Parmelee was the lader of the cargo, but I do not know who are the owners, unless Mr. Williams, who supplied the money to buy it, is, nor do I know who the consignees are.

To the sixth interrogatory he says: I do not know what number of bills of lading or other instruments was signed by the captain for the respective shipments of the cargo; the latter were deliverable at Liverpool. I know nothing as to any papers being on board the captured vessel at the time of her departure from her last clearing port before the capture, nor of there being in any country or place any writings of any description concerning the vessel, her cargo and voyage.

To the seventh interrogatory he says: Bulk was not broken during the voyage in which the ship was captured, nor since the capture.

To the eighth interrogatory he says: He knows nothing more of the passengers in any of the particulars inquired of, than what he has already stated. None of them were secreted at the time of the capture. They were taken on board at Beaufort the day before we sailed. The German was destined to Germany for the purpose of bringing back his mother and some goods, and Mr. Parmelee's business was to act as supercargo. The German paid eighty dollars passage money for himself and family; the payment was to the captain. I do not know whether Mr. Parmelee paid anything for his passage. Neither of the passengers had property or concern or authority, regarding the ship or cargo, so far as I know, except Mr. Parmelee, who was supercargo. There were at no time during the voyage in which the ship was captured, any officers, soldiers or mariners secreted on board of her.

70 To the ninth interrogatory he says: That according to the best of his knowledge and belief, he has already stated, in reply to previous interrogatories, all that he knows regarding the real and true property and destination of the vessel and cargo.

To the tenth interrogatory he says: That during the time we were lying at Beaufort, I saw three different men-of-war off the harbor, and during the last two weeks we were there I saw a man-of-war as often as once in three days. No notice or warning, as far as I know, was given to the captured vessel.

his
CHARLES × HOMER.
mark.

Sworn and subscribed before me, this 3d day of August, 1861.

HENRY FLANDERS,
Commissioner.

The Herald.—September 19, 1861.

In this case, additional interrogatories were made out for the examination in preparation of the captain and mate of the captured vessel. They were exhib-

ited to and answered by the captain; but the commissioner, through mistake or inadvertence, omitted to put them to the mate; I believe that the omission occurred from a supposition that the examination of the mate, under the standing interrogatories, included in substance an answer to the additional questions. However this may have been, his examination contains no answer to them. This subject was almost exclusively within his means of direct knowledge; under the peculiar circumstances of this omission, I have concluded to put the interrogatories to him now, as I understand that he is in court. In doing so, I depart from the usual and regular course of practice in prize tribunals. But I think that the departure from it, under the explanations which I have given, cannot, as a precedent, embarrass the course of business in other cases.

71 In the district court of the United States.

It is ordered, that the following additional interrogatories be put in the case of brig Herald:

I. What was the supply of provisions and water on board the captured vessel at the time of her departure from her last port, and at the time of this capture?

II. Was the log-book regularly written up daily from the departure of the vessel from the last port, and during her stay there, and were any other memoranda or writings kept in the nature of a log, or from which a log could be made up or written out, and why was such a paper kept and the log not written up regularly?

George Goddard, being duly sworn, saith in answer:

To the first additional interrogatory he saith: We had five casks of water; there were two spare barrels of pork and beef in the hold; both of the harness casks on deck were full of pork and beef, and the others were put below; each harness cask would hold about a barrel and a half; they were full up at the time of her departure for her last port. We had also about three barrels of flour, about two hundred pounds of bread, corn meal, beans, peas, &c. We took in a quarter of beef at Morehead city, N. C., before we sailed. We had also sugar, about fifty pounds; about fifty pounds of rice. I saw all these things on board at the time of sailing. I cannot specify more particularly, as it was the business of the steward to attend to these things, and paper No. 33 I believe to be in his handwriting.

At the time of capture these stores could not have been much less, as we were only two days out; in these two days there was about fifteen pounds of beef used, ten or twelve pounds of flour, and other things in like proportion.

To the second interrogatory he saith: The log-book was regularly written up daily from the departure of the vessel from her last port, Beaufort, and during her stay there, excepting three days, Thursday, Friday and Saturday,
72 11th, 12th and 13th July, 1861; for these three days I wrote with a pencil, on a slip of paper; I had a sore hand and could not write in the log. That paper is on board somewhere. With the exception of these three days the log was kept regularly.

The log was made up till Monday noon; the next day would be from Monday noon to Tuesday noon, and on this day I made memoranda on a slate, from which to enter the log after twelve o'clock of Tuesday. The log-book was taken from me on the morning of Tuesday by the captain, about half past ten o'clock, and taken on board the St. Lawrence, so that I did not have a chance to fill it up.

GEORGE GODDARD.

The above examination of George Goddard, taken, sworn and subscribed 19th September, 1861.

JOHN CADWALADER,
District Judge.

Official number, 37,827.

No. thirty-six, 1854. Certificate of British registry, No. 2.

This is to certify, that John Burton North, of Hantsport, ship-builder, and Jedediah Ellis Newcomb, of Cornwallis, yeoman, both in the province of Nova Scotia, S. G. N. R, having made and subscribed the declaration required by law, and having declared that they, together with David Rufus Huntly, ship-carpenter, Gideon Eaton, calker, and Kendall Holmes, master mariner, all of Hantsport aforesaid, are sole owners, in the proportions specified on the back hereof, of the ship or vessel called the Herald, of Windsor, which is of the burden of two hundred and thirty-one $\frac{1958}{3560}$ tons, and whereof Kendall Holmes is master; and that the said ship or vessel was built at Hantsport aforesaid, in the year 1854, as appears by the certificate of John B. North, the builder, dated 30th of October, 1854.

73 And I do hereby certify, that the said ship or vessel has one and a poop deck, and two masts; that her length from the inner part of the main stem to the forepart of the stern-post aloft, is one hundred and three feet and nine-tenths; her breadth in midships is twenty-three feet and four-tenths; her depth in hold, at midships, is twelve feet and tenths; that she is brig-rigged, with a standing bowsprit; is square-sterned; carvel built; has no galleries, and a billet head; that the frame-work and planking is of wood, and that she is a sailing vessel; and the said subscribing owners having consented and agreed to the above description, and having caused sufficient security to be given, as required by law, the said ship or vessel, called the Herald, has been duly registered at the port of Windsor, Nova Scotia.

Certified under our hands at the custom-house, in the said port of Windsor, N. S., this thirtieth day of October, in the year one thousand eight hundred and fifty-four.

REGENALD B. PORTER,
Comptroller.

Names of the several owners within mentioned.	Number of sixty-fourth share held by each owner.
John B. North	Seventeen, 17
David R. Huntly	Thirteen, 13
Jedediah E. Newcomb	Thirteen, 13
Gideon Eaton	Eight, 8
Kendall Holmes	Thirteen, 13
	64

REG'D B. PORTER, *Comptroller.*

CUSTOM HOUSE, WINDSOR, N. S.,
19*th May*, 1860.

I certify that William Folker has this day been appointed master, in the room of Alfred Johnston, late master.

REG'D B. PORTER, *Registrar.*

74 *Form of endorsement for change of master.*

CUSTOM HOUSE, HANTSPORT,
Dated 4th July, 1855.

George Clements has now become master.

N. T. HARRIS, *Collector.*
Comptroller.

BRITISH CONSULATE, BOSTON,
May 16, 1856.

Leonard Lockhart has now become master.

EDWARD N. GRATTON, *Consul.*

HER BRITISH MAJESTY'S CONSULATE, NEW YORK,
January 7, 1857.

Eleazar Lockhart has now become master.

[SEAL.] HENRY A. W. RAWLAY,
Secretary H. B. M. Consulate.

ST. JOHN'S, N. B.,
21*st March*, 1857.

I hereby certify that David Smith has this day been appointed master of the ship within described, in the place of Eleazar Lockhart.

W. SMITH,
Registrar of the Port of St. John's.

PARRSBORO', N. S.,
17*th August*, 1858.

I hereby certify that Alfred Johnston has this day been appointed master of the ship within named, in the place of David Smith.

J. RATCHFORD,
Registrar of the Port of Parrsboro'.

75 CUSTOM HOUSE, LONDON,
6*th Sept.*, 1858.

I hereby certify that Alfred Johnson, the number of whose certificate of competency is 13,459, is this day master of the within named ship.

THOS. D. THORPE,
Per Registrar.

Endorsed: Herald, 231 tons, No. 1.

R. C. McMURTRIE,
EDWARD S. HANDY,
Commissioners.

No. 2. R. C. McMurtrie. Edward S. Handy.

[Seal of Committee of Privy Council for Trade.]

By the Lords of the Committee of Privy Council for Trade.
Certificate of competency as master.

To William Folker:

Whereas it has been reported to us that you have been found duly qualified to fulfil the duties of master in the merchant service, we do hereby, in pursuance of the merchant shipping act 1854, grant you this certificate of competency.

Given under the seal of the Board of Trade this fourteenth day of February, 1861.

Registered. By order of the board.

ALLEN STONEHAM,
WM. H. WALKER,
Officers of the Naval Department.

Entered at the general register and record office of seaman, on the 15th day of February, 1861.

EDWARD HOME COLEMAN.

76 Received the original of which this paper, and that on succeeding page, is a true copy.

WILLIAM FOLKER.

January 18, 1862.

No. of certificate, 3,507.
Address of bearer, Hull Harbor, Kings county, Nova Scotia.
Date and place of birth: 1837, Heacham Bottom, Norfolk.
No. of register ticket.
Signature, William Folker.

This certificate is given upon an ordinary examination passed at Cork, on the eleventh day of February, 1861.

Every person who makes or procures to be made, or assists in making, any false representation for the purpose of obtaining for himself or for any other person a certificate, either of competency or service, or who forges, assists in forging, or procures to be forged, or fraudulently alters, assists in fraudulently altering, or procures to be fraudulently altered, any such certificate, or any official copy of any such certificate, or who fraudulently makes use of any such certificate, or any copy of any such certificate which is forged, altered, cancelled, suspended, or to which he is not justly entitled, or who fraudulently lends his certificate to, or allows the same to be used by any other person, shall for each offence be deemed guilty of a misdemeanor, and may be summarily punished by imprisonment with or without hard labor for a period not exceeding six months, or by a penalty not exceeding £100, and any master or mate who fails to deliver up a certificate which has been cancelled or suspended is liable to a penalty not exceeding £50.

Issued at the port of Newport, on the eighteenth day of February, 1861.

R. CULLAM,
Shipping Master.

77 No. 3. R. C. McMurtrie. Edward S. Handy.

No. 8. BRITISH VICE CONSULATE,
Wilmington, North Carolina.

I, Donald MacRae, esq., her Britannic Majesty's vice consul for the port of Wilmington, N. C., do hereby certify unto all whom it doth or may concern, that there is at the present date no custom-house of the United States in the port of Beaufort, N. C., the same having been closed by the local authorities, and not re-opened by orders of the government of the United States.

I therefore authorize the departure of the British brig Herald, of Windsor, Nova Scotia, Wm. Folker, master, bound from the port of Beaufort, N. C., to the port of Liverpool, England, and I declare that the said vessel is a bona fide British vessel, engaged in a lawful trade; that there is no British consul or consular agent resident at Beaufort, N. C., and that it was impossible for the master of the said vessel to procure clearance from a collector of customs of the United States.

Given under my hand and seal of office at Wilmington, North Carolina, this 20th day of June, 1861.

[SEAL.] DONALD MACRAE,
British Vice Consul.

78 No. 4. R. C. McMurtrie. Edward S. Handy.

Agreement for foreign-going British ships.—Schedule A.

Scale of provisions to be allowed and served out to the crew during the voyage.

	Bread.	Beef.	Pork.	Flour.	Peas.	Tea.	Coffee.	Sugar.	Water.
	lb.	*lb.*	*lb.*	*lb.*		*oz.*	*oz.*	*oz.*	*oz.*
Sunday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									

An agreement made pursuant to the directions of an act of Parliament passed on the seventh and eighth years of the regin of her Majesty Queen Victoria, between William Folker, master of the brig Herald, of the port of Windsor, N. S., and of the burthen of 231 tons, and the several persons whose names are subscribed hereto. It is agreed by and on the part of the said persons, and they severally hereby engage to serve on board the said ship, in the several capacities against their respective names expressed, on a voyage from the port of Boston to a port in the United States or West Indies, (to load,) and from thence to the United Kingdom or United States, for a term of six months, or to such ports and places as said brig may find employment during the period of six months, and back to port of ;

No. and date of ship's register.	Place and time of entry.				Men's names, Christian and surnames set forth at full length.	Age.	Town or country where born.	Quality.	Am'nt of wages; calendar mo'ths; share of voyage.
		Day.	Mo.	Year.					
	Boston	28	May	1861.				Master	
	"	"	"	"	George Goddard	26	London	Mate	$28
	"	"	"	"	P. Polle	28	Prussia	2d mate	20
	"	"	"	"	Charles Fiske	23	Ireland	Cook & steward	20
	"	"	"	"	Charles Winters	21	Portland	Seaman	16
	"	"	"	"	Charles × Ross	30	Sweden	"	16
	"	"	"	"	William × Seabrook	25	England	"	16
	"	"	"	"	Charles × Walker	35	Ireland	"	16

79 and the said crew further engage to conduct themselves in an orderly, faithful, honest, careful, and sober manner, and to be at all times diligent to their respective duties and stations, and to be obedient to the lawful commands of the master or of any person who shall lawfully succeed him, in everything relating to the said ship and the material, stores and cargo thereof, whether on board such ships, in boats, or on shore; in consideration of which service to be duly, honestly, and carefully and faithfully performed, the said master doth hereby promise and agree to pay to the said crew, by way of compensation or wages, the amount against their names respectively expressed. And it is hereby agreed that any embezzlement, or wilful or negligent loss or destruction of any part of the ship's cargoes or stores shall be made good to the owner out of the wages (so far as they will extend) of the seamen guilty of the same; and if any seamen shall have entered himself as qualified for a duty to which he shall prove not competent, he shall be subject to a reduction of the rate of wages hereby agreed for, in proportion to his incompetency. In witness whereof the said parties

have hereunto subscribed their names on the day against their respective signatures mentioned.

WILLIAM FOLKER.

Am't of wages advanced at time of entry.	Am't of monthly allotment.	Quantity of provisions per day.	Witness to signatures.	Name of ship in which the seamen last served.	No. of register ticket.
$14			S. Welock	Herald	On board.
14			S. Welock	Herald	"
14			S. Welock	Herald	"
8			S. Welock	Lizey Bell	McElroy, (lead pencil.)
8			S. Welock	"	" "
8			S. Welock	J. W. Webster	J. Williams, "
8			S. G. Fogg	Columbia	Walker.

BRITISH CONSULATE,
Boston, Massachusetts.

Charles Winters, Charles Ross, William Seabrook, Charles Walker,
80 Geo. Goddard, P. Polle, and Charles Fiske, seamen within named, have been shipped in this port with my sanction. Boston, May 31st, 1861.

[SEAL.] FRANCIS LOUSADA,
H. B. M. Consul.

No. 5. R. C. McMurtrie. Edward S. Handy.

District Beaufort, 1. Port Beaufort 1, N. C.,
Confederate States of America.

These are to certify to whom it may concern, that Wiliam Folker, master or commander of the British brig Herald, burthen two hundred and thirty-one tons, or thereabouts, mounted with no guns, navigated with eight men, built and bound for Liverpool, England, having on board sundry articles of merchandise, hath here entered and cleared his vessel according to law.

Given under my hand and seal, at the custom-house at Beaufort, N. C., this 11th day of July, one thousand eight hundred and sixty-one, and in the —— year of the independence of the Confederate States of America.

JOSIAH F. BELL,
Collector.

No. 6. H F.

MOREHEAD CITY, *July* 11, 1861.

Disbursement of the Br. brig Herald.

British brig Herald and owners to Charles Parmelee, Dr.

July 7,	To cash paid	Capt. Wm. Folker		$76 60
" 11,	"	"	towage in	10 00
" 11,	"	"	Thomas Duncan & Son	66 38
" 11,	"	"	stowage of cargo	33 50
" 11,	"	"	clearance and manifest	5 50
				191 98

81 Cr.

July 11, By passage of C. F. W. Serdell, wife and child		80 00
		111 98
" 12, By cash		2 00
		113 98
Commission five per cent		5 99
		119 97

Received payment by draft at sight on Messrs. Potter Brothers, of Liverpool, England.

CHAS. PARMELEE.

No. 7. H. F.

NEW YORK, *October*, 1860.

Brig Herald and owners to D. R. De Wolf, Dr.

Store 12, 1 bbl. mess pork		$19 25
1 bbl. ex. star flour, J. Chapman		5 50
25, 1 bbl. mess beef		10 00
1 bbl. mess pork		19 38
2 bbls. Genesee flour, Miami valley, $5 60		11 20
2 bbls. navy bread, 169 lbs., 3¾ bbls., 4		6 85
Headlining and half, and imported flour		9
3 coil 3-in. Manilla, 107, 103, 108—318		
1 " 3½ " 137		
1 " 2½ " .... 79, 534 by 8		42 72
1 piece 6½, 4 lb. hank rigging, 5 fath., 105, 9¾		10 24
		125 23

Charge.

Cartage	$1 25	
Commission, 2½ on 73 52	1 84	
		3 09
		128 32

Charged on disbursement account, 27 October, 1860.

D. R. DE WOLF.
Per JAS. S. CLARK.

82 No. 8. H. F.

Disbursement account.

Brig Herald and owners to D. R. De Wolf, Dr.

1860, Oct. 11,	To cash paid entry fees			$22 26
10,	"	"	Capt. Folker	5 00
12,	"	"	John Cooch, bal. wages	41 00
"	"	"	John Davis	37 50
"	"	"	Jos. Lormer	30 18

1860, Oct.	11,	To cash paid Moses Rolfe	50	55
	"	" " Hezekiah Rolfe	44	40
	"	" " Capt. Folker	10	00
	13,	" " do	11	00
	15,	" " do	20	00
	17,	" " J. McDonald, bal. wages	76	93
	"	" " C. E. McDonald	59	87
	"	" " Capt. Folker	30	00
	20,	" " telegraph to Wilmington	1	25
		" " telegraph from Wilmington	1	25
	23,	" " telegraph to Wilmington	1	15
	"	" " Capt. Folker	50	00
	"	" " pilotage inward	41	17
	24,	" " clearance fees, coastwise	2	20
	"	brokerage, entering and clearing	2	00
	"	amount bill, store	128	32
	"	" " towage, per P. Catlin	4	00
	"	amount bill, J. Bliss & Co., ratg. chd	4	25
	25,	cash paid Capt. Folker	20	00
	"	amount B., Capt. Folker	26	10
	"	amount bill, flour, Capt. Folker	6	10
	"	Graham & Stafford, bill sails, &c	47	91
	"	to amt. Atlantic Dock Co. bill wharfg	28	73
	"	P. McGuire bill, discharging	46	65
	"	do ballast	15	00
	"	G. G. Mitchell, shipping and advertising	77	16
83	"	commission to charter agents, as her charter party, invoice, freight, 2½ per cent., $941 40	23	53
	"	Messrs. J. E. Greenan's bill small stores	67	91
	27,	cash paid Capt. Folker	5	00
	"	amount to pay charterers' agents for chronometer, £20 stg., at $4 80 per £	96	00
	"	commission collecting invoice, freight, and attending to business, 2½, $941 40	23	53
	"	commission, advancing $230 20 at 2½ per cent	5	76
			1,177	52

Cr.

By amount invoice freight	941	40
Balance due D. R. De Wolf	236	12

New York, 27 October, 1861.

D. R. DE WOLF.
Per JAS. S. CLARK.

No. 28. R. C. McM. Henry Flanders.

Received on board the brig Herald one hundred three-fourth boxes tobacco, thirty-nine tierces manufacturing tobacco, twenty-five half tierces do., for Cameron & Crawford.

G. GODDARD, *Mate.*

July 10, 1861.

No. 27. R. C. McM. Henry Flanders.

Received on board the brig Herald, from Charles Parmelee, three hundred bar-

rels spirits turpentine, and six half barrels do., five hundred ninety-three barrels rosin, three hundred twenty-nine barrels tar.

G. GODDARD, *Mate.*

July 10, 1861.

84 Shipped, in good order and condition, by Charles Parmelee, agent, on board the British brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, England, to say: One hundred thirty-four barrels spirits turpentine, five hundred ninety-three bbls. rosin, three hundred twenty-nine bbls. tar, one hundred seventy-seven barrels tar on deck, one hundred ninety-one bbls. rosin on deck. Not accountable for leakage. (No. 8. R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. Potter Brothers, or to their assigns, he or they paying freight for the said goods at the rate of ten shillings per bbl. for spts. turpentine, and four shillings per bbl. for rosin and tar, without primage and average accustomed.

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ss whereof, the master or purser of the said vessel hath affirmed to f lading, all of this tenor and date; one of which being accomplished, o stand void.

WILLIAM FOLKER.

Morehead city, N. C., the 10th day of July, 1861.

in good order and condition, by Charles Parmelee, agent for Potter n board the British brig called the Herald, whereof Wm. Folker is the present voyage, now lying in the port of Beaufort, N. C., and Liverpool, England, to say: One hundred and sixty barrels spirits turd six half barrels do. Vessel not accountable for leakage. (No 10. C. McM., Henry Flanders.) Being marked and numed as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs Potter Brothers, or to their assigns, he or they paying freight for the said spirits at the rate of ten shillings per bbl., and five shillings for half barrels, without primage and average accustomed.

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In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., 10th day of July, 1861.

Shipped, in good order and condition, by Cameron & Crawford, on acc't of W. A. & G Maxwell & Co., on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, to say: Twenty-five half tierces manufactured tobacco—vessel not accountable for damage by leakage of spirits of turpentine—being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. W. A. & G. Maxwell & Co., or to their assigns, he or they paying freight for the said goods at the rate of £5 per ton of 2,240 lbs. gross weight, with no primage and average accustomed.

25 4 tierces Raven twist. The above tierces taken in cabin, and the freight to be paid to Capt. Wm. Folker. (No. 19. R. C. McM., Henry Flanders.)

In witness whereof, the master or purser of the said vessel hath affirmed to

five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., July, 1861.

86 Shipped, in good order and condition, by Cameron & Crawford, prop. of W. A. & G. Maxwell, on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, Eng'd, to say: Fourteen tierces tobacco strips—vessel not accountable for damage of tobacco by spirits of turpentine—being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto W. A. & C. Maxwell & Co., or to their assigns, he or they paying freight for the said goods at the rate of £2 10*s.* per tierce, with no primage and average accustomed.

[H] B 27 c. 55.
14 tierces.
No. 17. R. C. McM.
Henry Flanders.

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., 10th day of July, 1861.

Shipped, in good order and condition, by Cameron & Crawford, on acc't of Robert Edwards, on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, to say: Twenty-five tierces tobacco strips and one hundred ¾ boxes manufactured tobacco—vessel not accountable for damage by leakage of spirits of turpentine—(No. 18, R. C. McM., Henry Flanders)—being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Robert Edwards, esq., or to his assigns, he or they paying freight for the said goods at the rate of £2 10*s.* per tierce, and £3 10*s.* per ton, manufactured, of 2,240 lbs. per gross weight, with no primage and average accustomed.

[H] B 56 *a* 80. 25 tierces.
40 ¾ boxes, 10's, "Morning Star."
38 boxes, ½ lbs., do.
21 " 10's. Herndon.
The above boxes taken in cabin. Freight to be paid to Capt. Wm. Folker.
Chas. Parmelee, Ag't.

87

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., — day of July, 1861.

Shipped, in good order and condition, by T. J. Hughes, on board the English brig called the Herald, whereof W. Folker is master for the present voyage, now lying in the port of Morehead city, and bound for Liverpool, Eng., eighty-four casks spirits turpentine, contents unknown, vessel not responsible for leakage. (No. 9, R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said goods at the rate of eight dollars per cask, with primage and average accustomed.

M 7 casks.
J 2 "
[A] 3 "
E K H 7 "
J M W 27 "
P 38 "
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84

Sps. turp. for account of J. M. White, Kingston, N. C.

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C. July 6, 1861.

rels spirits turpentine, and six half barrels do., five hundred ninety-three barrels rosin, three hundred twenty-nine barrels tar.

G. GODDARD, *Mate.*

July 10, 1861.

84 Shipped, in good order and condition, by Charles Parmelee, agent, on board the British brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, England, to say: One hundred thirty-four barrels spirits turpentine, five hundred ninety-three bbls. rosin, three hundred twenty-nine bbls. tar, one hundred seventy-seven barrels tar on deck, one hundred ninety-one bbls. rosin on deck. Not accountable for leakage. (No. 8. R. C. McM., Henry Flanders.)

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Being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. Potter Brothers, or to their assigns, he or they paying freight for the said goods at the rate of ten shillings per bbl. for spts. turpentine, and four shillings per bbl. for rosin and tar, without primage and average accustomed.

ss whereof, the master or purser of the said vessel hath affirmed to f lading, all of this tenor and date; one of which being accomplished, o stand void.

WILLIAM FOLKER.

Morehead city, N. C., the 10th day of July, 1861.

in good order and condition, by Charles Parmelee, agent for Potter n board the British brig called the Herald, whereof Wm. Folker is the present voyage, now lying in the port of Beaufort, N. C., and Liverpool, England, to say: One hundred and sixty barrels spirits turd six half barrels do. Vessel not accountable for leakage. (No 10. C. McM., Henry Flanders.) Being marked and numed as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs Potter Brothers, or to their assigns, he or they paying freight for the said spirits at the rate of ten shillings per bbl., and five shillings for half barrels, without primage and average accustomed.

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th tins on the

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., 10th day of July, 1861.

Shipped, in good order and condition, by Cameron & Crawford, on acc't of W. A. & G Maxwell & Co., on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, to say: Twenty-five half tierces manufactured tobacco—vessel not accountable for damage by leakage of spirits of turpentine—

25 ½ tierces Raven twist. The above tierces taken in cabin, and the freight to be paid to Capt. Wm. Folker. (No. 19. R. C. McM., Henry Flanders.)

being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. W. A. & G. Maxwell & Co., or to their assigns, he or they paying freight for the said goods at the rate of £5 per ton of 2,240 lbs. gross weight, with no primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to

five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., July, 1861.

86 Shipped, in good order and condition, by Cameron & Crawford, prop. of W. A. & G. Maxwell, on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, Eng'd, to say: Fourteen tierces tobacco strips—vessel not accountable for damage of tobacco by spirits of turpentine—being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto W. A. & C. Maxwell & Co., or to their assigns, he or they paying freight for the said goods at the rate of £2 10*s.* per tierce, with no primage and average accustomed.

[H] B 27 c. 55.
14 tierces.
No. 17. R. C. McM.
Henry Flanders.

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., 10th day of July, 1861.

Shipped, in good order and condition, by Cameron & Crawford, on acc't of Robert Edwards, on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, to say: Twenty-five tierces tobacco strips and one hundred ¾ boxes manufactured tobacco—vessel not accountable for damage by leakage of spirits of turpentine—(No. 18, R. C. McM., Henry Flanders)—being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Robert Edwards, esq., or to his assigns, he or they paying freight for the said goods at the rate of £2 10*s.* per tierce, and £3 10*s.* per ton, manufactured, of 2,240 lbs. per gross weight, with no primage and average accustomed.

[H] B 56 *a* 80. 25 tierces.
40 ¾ boxes, 10's, "Morning Star."
38 boxes, ½ lbs., do.
21 " 16's, Herndon.
The above boxes taken in cabin. Freight to be paid to Capt. Wm. Folker.
Chas. Parmelee, Ag't.

87

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., — day of July, 1861.

Shipped, in good order and condition, by T. J. Hughes, on board the English brig called the Herald, whereof W. Folker is master for the present voyage, now lying in the port of Morehead city, and bound for Liverpool, Eng., eighty-four casks spirits turpentine, contents unknown, vessel not responsible for leakage. (No. 9, R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said goods at the rate of eight dollars per cask, with primage and average accustomed.

M 7 casks.
J 2 "
[A] 3 "
E K H 7 "
J M W 27 "
P 38 "
—
84
Sps. turp. for account of J. M. White, Kingston, N. C.

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C. July 6, 1861.

rels spirits turpentine, and six half barrels do., five hundred ninety-three barrels rosin, three hundred twenty-nine barrels tar.

G. GODDARD, *Mate.*

July 10, 1861.

84 Shipped, in good order and condition, by Charles Parmelee, agent, on board the British brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, England, to say: One hundred thirty-four barrels spirits turpentine, five hundred ninety-three bbls. rosin, three hundred twenty-nine bbls. tar, one hundred seventy-seven barrels tar on deck, one hundred ninety-one bbls. rosin on deck. Not accountable for leakage. (No. 8. R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. Potter Brothers, or to their assigns, he or they paying freight for the said goods at the rate of ten shillings per bbl. for spts. turpentine, and four shillings per bbl. for rosin and tar, without primage and average accustomed.

P 40 bbls. spts. turpent.
[B] 50 do. do.
[W] 29 do. do.
[R] 15 do. do.
All except a few [B] have tins over the bungs.
593 bbls. com. rosin, various marks.
329 bbls. tar, no mark.

134
177 bbl

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., the 10th day of July, 1861.

Shipped, in good order and condition, by Charles Parmelee, agent for Potter Brothers, on board the British brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, England, to say: One hundred and sixty barrels spirits turpentine, and six half barrels do. Vessel not accountable for leakage. (No 10. R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs Potter Brothers, or to their assigns, he or they paying freight for the said spirits at the rate of ten shillings per bbl., and five shillings for half barrels, without primage and average accustomed.

85

[D] 50 barrels.
[S] 60 "
[J] 38 "
[L] 20 "
N 6½ "
Nearly all with tins on the bungs.

168

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., 10th day of July, 1861.

Shipped, in good order and condition, by Cameron & Crawford, on acc't of W. A. & G Maxwell & Co., on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, to say: Twenty-five half tierces manufactured tobacco—vessel not accountable for damage by leakage of spirits of turpentine—being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. W. A. & G. Maxwell & Co., or to their assigns, he or they paying freight for the said goods at the rate of £5 per ton of 2,240 lbs. gross weight, with no primage and average accustomed.

25 ½ tierces Raven twist.
The above tierces taken in cabin, and the freight to be paid to Capt. Wm. Folker.
(No. 19. R. C. McM., Henry Flanders.)

In witness whereof, the master or purser of the said vessel hath affirmed to

five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., July, 1861.

86 Shipped, in good order and condition, by Cameron & Crawford, prop. of W. A. & G. Maxwell, on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, Eng'd, to say: Fourteen tierces tobacco strips—vessel not accountable for damage of tobacco by spirits of turpentine—being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto W. A. & C. Maxwell & Co., or to their assigns, he or they paying freight for the said goods at the rate of £2 10*s.* per tierce, with no primage and average accustomed.

[H] B 27 c. 55.
14 tierces.
No. 17. R. C. McM.
Henry Flanders.

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., 10th day of July, 1861.

Shipped, in good order and condition, by Cameron & Crawford, on acc't of Robert Edwards, on board the brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, to say: Twenty-five tierces tobacco strips and one hundred ¾ boxes manufactured tobacco—vessel not accountable for damage by leakage of spirits of turpentine—(No. 18, R. C. McM., Henry Flanders)—being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Robert Edwards, esq., or to his assigns, he or they paying freight for the said goods at the rate of £2 10*s.* per tierce, and £3 10*s.* per ton, manufactured, of 2,240 lbs. per gross weight, with no primage and average accustomed.

[H] B 56 *a* 80. 25 tierces.
40 ¼ boxes, 10's, "Morning Star."
38 boxes, ¼ lbs., do.
21 " 16's, Herndon.
The above boxes taken in cabin. Freight to be paid to Capt. Wm. Folker.
Chas. Parmelee, Ag't.

87

In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., — day of July, 1861.

Shipped, in good order and condition, by T. J. Hughes, on board the English brig called the Herald, whereof W. Folker is master for the present voyage, now lying in the port of Morehead city, and bound for Liverpool, Eng., eighty-four casks spirits turpentine, contents unknown, vessel not responsible for leakage. (No. 9, R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said goods at the rate of eight dollars per cask, with primage and average accustomed.

M 7 casks.
J 2 "
[A] 3 "
E K H 7 "
J M W 27 "
P 38 "
—
84

Sps. turp. for account of J. M. White, Kingston, N. C.

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C. July 6, 1861.

Shipped, in good order and condition, by Thomas Thomas & Co., on board the good British brig called the Herald, whereof is master for the present voyage, now lying in the port of Beaufort, N. C., and bound for
88 Liverpool, Eng., to say: One hundred and seventeen casks spirits turpentine, contents unknown, not accountable for leakage. (No. 16. R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool, Eng., (the dangers of the seas only excepted,) unto Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said spirits of turpentine at the rate of five dollars per cask, without primage and average accustomed.

50 casks spirits marked [T]
27 " " [R]
20 " " D
20 " " [J]
117

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Beaufort, N. C., this 9th day of July, 1861.

Shipped, in good order and condition, by T. J. Hughes, on board the English brig called the Herald, whereof W. Folker is master for the present voyage, now lying in the port of Morehead city, and bound for Liverpool, to say: One hundred and four casks spirits of turpentine. (No. 11. R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said spirits of turpentine five dollars per cask, with primage and average accustomed

T.
86 casks H.
18 " H.
104

In witness whereof, the master or purser of the said vessel hath
89 affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, the 6th day of July, 1861.

Endorsed: Received, Morehead city, N. C., July 9, 1861, three hundred and ninty-nine dollars, on account of the freight of within bill of lading, being the difference in the freight of 133 casks spts. engaged at $5 per cask and re-chartered at $8 per cask.

CHAS. PARMELEE,
Agent for brig Herald.

Shipped, in good order and condition, by T. J. Hughes, on board the English brig called the Herald, whereof W. Folker is master for the present voyage, now lying in the port of Morehead city, and bound for Liverpool, Eng., forty-nine cask spirits turpentine, ten cases of the above on deck. (Contents unknown, vessel not responsible for leakage.) (No. 7. R. C. McM., Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said goods at the rate of eight dollars per cask, with primage and average accustomed.

[C]
49 casks spirits turp'tine for account of E. Clerc, of Swift creek, North Carolina.

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated Morehead city, N. C., July 6, 1861.

90 Shipped, in good order and condition, by J. T. Pelleway & Co., on board the British brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Morehead city, N. C., and bound for Liverpool, Eng., to say: One hundred and one casks spirits turpentine. (No. 13. R. C. McMurtrie, Henry Flanders.) Being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Liverpool, Eng., (the dangers of the seas only excepted,) unto Messrs. Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said spirits turpentine five dollars per barrel, with primage and average accustomed.

C
Contents unknown. Not accountable for leakage.

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, N. C., the 3d July, 1861.

Shipped, in good order and condition, by T. C. & B. G. Worth, on board the British brig called the Herald, whereof Wm. Folker is master for the present voyage, now lying in the port of Morehead city, N. C., and bound for Liverpool, Eng., to say: Two hundred casks spirits turpentine. (No. 14. R. C. McMurtrie, Henry Flanders.) Being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. Fraser, Trenholm & Co., or to their assigns, he or they paying freight for said spirits turpentine five dollars per cask, with primage and average accustomed.

P
Contents unknown. Not accountable for leakage.

In witness whereof, the master or purser of the said vessel hath affirmed to 4 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city the 3d day of July, 1861.

91 No. 151. R. C. McM. Henry Flanders.

MOREHEAD CITY, *July* 3, 1861.

Rec'd of T. C. & B. G. North, on board Br. brig Herald, three hundred and one bbls. spt. turpentine in good order. Two hundred bbls. mark'd P, and one hundred and one barrels marked C.

G. GODDARD, *Mate.*

No. 12. R. C. McM. Henry Flanders.

I received on board the Eng. brig Herald 188 barl. of spts. of turp., diff. marks. Duplicate.

July 8th. G. GODDARD, *Mate.*

Shipped, in good order and well conditioned, by Thomas Thomas & Co., on board the Br. brig called the Herald, whereof is master for the voyage, now lying in the port of Beaufort, N. C., and bound for Liverpool, Eng., to say: One hundred and seventeen casks spirits turpentine—contents unknown—not accountable for leakage, being marked and numbered as in the margin; to be delivered in the like good order and well conditioned at the aforesaid port of Liverpool, Eng., (the dangers of the seas only excepted,) unto Frazer, Trenholm & Co., or to their assigns, he or they paying freight for the said spirits turpentine at the rate of five dollars per cask, without primage and average accustomed.

50 casks spirits marked [T]
27 " " " [R]
20 " " " D
20 " " " [J]
117

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

WILLIAM FOLKER.

Dated at Beaufort, N. C., 9th day of July, 1861.

92 N. 22. Envelope. R. McM. Henry Flanders.

BEAUFORT, N. C., *July 11th*, 1861.

Messrs. Fraser, Trenholm & Co.:

DEAR SIRS: We enclose you a bill lading for one hundred and seventeen casks spirits turpentine, shipped on board the Br. brig Herald; we wish you to sell to the best advantage, and the account sales made out ninety casks to Thomas and Duncan, and the twenty-seven casks marked [R] account sales made out to Isaac Ramsey, and forward the account sales to Messrs. John Fraser & Co., Charleston, S. C. We have sent one bill lading to Messrs. John Fraser & Co., requesting them to insure. Small English vessel is wanted here very much. Salt is high, and cotton bagging, bales, rope are very much wanted.

Yours truly, THOS. THOMAS.

Shipped, in good order and well conditioned, by J. T. Petteway & Co., on board the Br. brig called the Herald, whereof Wm. Folker is master, now lying in the port of Morehead city, N. C., and bound for Liverpool, to say: One hundred and one casks spts. turpt., being marked and numbered as in the margin,

C

Contents unknown. Not accountable for leakage.

and are to be delivered in the like good order and conditioned at the aforesaid port of Liverpool (the dangers of the seas only excepted) unto Messrs. Fraser, Trenholm & Co., or to their assigns, he or they paying freight for the said spts. turpentine five dollars per barrel, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date; one of which being accomplished the others to stand void.

WILLIAM FOLKER.

Dated at Morehead city, 3d day of July, 1861.

93 Envelope, No. 23. R. McM. Henry Flanders.

WILMINGTON, N. C., *June 28th*, 1861.

Messrs. Fraser, Trenholm & Co., Liverpool:

GENTS: Your address handed us by Messrs. T. C. and B. G. North. Enclosed B. of L. casks spt. turpentine, which on arrival dispose of to best advantage for our account. Advise and we will instruct you how to remit proceeds.

Let us hear from you often; we should be pleased to ship naval stores often.

Very respectfully, JAS. T. PETTEWAY & CO.

Shipped, in good order and well conditioned, by J. T. Petteway & Co., in and upon the ship called the Thomas Watson, whereof William Allen is master for the present voyage, now lying in the port of Wilmington, N. C., and bound for Liverpool, to say: One hundred and eighty-eight barrels soft turpentine, two hundred barrels tar, fifty casks spirits turpentine, and fifty-six barrels pale rosin,

White Warhead, 188 bbls. turpent'e.
do. do. 200 bbls. tar.
A. & B., 56 bbls. pale rosin.
P. & Co., 50 cks. spts. turpt.

Weight of turpentine, 56,069 lbs.
" tar, 59,248 lbs.
" rosin, 20,720 lbs.

Weight and contents unknown; not accountable for leakage if properly stowed.

being marked and numbered as in the margin; to be delivered in the like order and condition at the port of Liverpool (the dangers of the seas only excepted) unto Messrs. Milligan, Evans & Co., or to their assigns, he or they paying freight for the said rosin, tar and turpentine, fifteen (15) shillings sterling per bbl. of 310 lbs., and spirits turpentine twenty (20) shillings sterling per bbl., with scpe., primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all this tenor and date; one of which being
94 accomplished, the others to stand void.

WILLIAM ALLEN.

Dated at Wilmington, N. C., 26th day of June, 1861.

Envelope No. 24. R. C. McM. Henry Flanders.

WILMINGTON, N. C., *June 27th*, 1861.

Mess. Milligan, Evans & Co., Liverpool:

GENTS: Enclosed we hand your bill lading per ship Joseph Watson, of shipment naval stores for our act., which, on arrival, please dispose of to best advantage for our interest. You need not insure, as no one will take the risk.

Very respect., yours,

J. T. PETTAWAY & CO.

No. 30. R. C. McM. Henry Flanders.

Received July 5th, 1861, of Thomas Duncan, by Robert Martin, on board brig Herald, twenty barrels spirits turpentine in good order, marked D.
20 bbls. marked D.

G. GODDARD, *Mate.*

No. 31. R. C. McMurtrie. Henry Flanders.

FORT MACON, *July 3d*, 1861.

SIR: I received a despatch from Raleigh last night, ordering me not to permit the brig Herald to sail until further orders. I hope it is unnecessary for me to say that the order will have to be complied with.

Very respectfully,

PRIDE JONES, *Captain Com'g.*

To the Captain of brig Herald.

95 Envelope No. 20. R. C. McM. Henry Flanders.

BEAUFORT, *July 11th*, 1861.

Messrs. FRASER, TRENHOLM & Co., Liverpool:

GENTLEMEN: We take the liberty of addressing you these lines, as our country has become divided into north and south, and we, as full-blooded southerners, shall carry this matter out. Formerly our business has been done principally by New York merchant. Circumstances have changed, and we, as well as a great many of our southern friends, intend to change our business, let matters be settled as they may for the future.

Our agents in New York were Messrs. Dollner, Potter & Co. and R. M. Blackwell & Co. We have dealt with them and owned vessels together, and have no fault to find with them directly, only they are north, and we are south.

We are carrying on the distillery business, and buying spirits, and hope soon to have the chance of making you a good shipment from this place. Thos. Thomas and ourselves have on board the brig ninety casks of spirits shipped to you. As Thos. Thomas had written to Messrs. Fraser & Co., at Charleston, S. C., this shipment is in his name, but will be different for the future. If in our power to do anything for you this way, will take great pleasure in attending to it for you. We are in want of vessels to ship in; any good English vessels could get a good freight from this port to Liverpool; they are paying from five to eight dollars per cask on spirits at this time, and the new crop of turpt. has just commenced coming in, and we shall have an abundance of the article on hand, as well as cotton and tobacco.

There is a great chance here for any English vessel that comes and can get in to this place clear of the federal man-of-war. When they fall in with an English vessel bound to a southern port they only order them off, and not let them enter. There is no blockade at this place that can be considered as such up to this time.

96 There has been but one steamer off this place, near enough to see the hull, and no time near enough to tell what she was by her colors. There has been a smoke seen off in the offing at one time, and it was thought to be one of the blockading squadron; can't say whether it was one or not. I see no difficulty for your vessels; if they should be ordered off, they could go elsewhere, and if they get in they can get a splendid freight. We should like to have the chance of seeing what sort of a freight could be got now, or at any time, if this war continues. Cotton bagging and bail rope is in demand now, and will be very much wanted for the incoming crop.

The capt. of the brig is a very wise man; he can tell you all about this place; there is from 18 to 20 ft. water on our bar at high water, at common tides, and at spring tides 22 feet, and that draught can be carried up to the warehouse at the depot at Morehead city, the terminus of the Atlantic and N. C. railroad, where a ship cargo can be brought from different ports of the country at short notice.

Very respectfully, yours, &c.,

THOS. DUNCAN & CO.

Envelope No. 21. R. C. McM. Henry Flanders.

WILMINGTON, N. C., *June* 28, 1861.

Messrs. FRASER, TRENHOLM & Co., Liverpool:

GENTLEMEN: We are shipping to your consignment by brig Herald, now loading at Morehead city, 200 bbls. spirits turp., B. of L. of which will be sent you from that point with this. Messrs. John Fraser & Co., of Charleston, advance us on this shipment for your ac., and you will render ac. sales to them. We send our letter and B. of L. by the vessel, and will send duplicate B. of L. to Messrs. John Fraser & Co.

Yours, very truly,

T. C. & B. G. WORTH.

97 Bill of lading enclosed.

P Contents unknown. Not accountable for leakage.

Shipped in good order and well conditioned, by T. C & B. G. Worth, on board the Br. brig called the Herald, whereof Wm. Folker is master, now lying at the port of Morehead city, and bound for Liverpool, England—to say: two hundred casks spirits turpentine, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Liverpool, (the dangers of the seas only excepted,) unto Messrs. Fraser, Trenholm & Co. or to their assigns, he or they paying freight for the said spirits turpentine five dollars per cask, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void. Dated in Morehead city the 3rd day of July, 1861.

WILLIAM FOLKER.

No. 25. R. C. McM. Henry Flanders.

JULY *5th*, 1861.

Received on board the Br. brig Herald, of Mr. D. N. Jones, twenty barl. spt. turp.

Mark'd [T]

G. GODDARD, *Mate.*

Received of Mr. Thomas twenty-five barl. spt. turp. on board Br. brig Herald.
Mark'd [T]

G. GODDARD, *Mate.*

No. 26. R. C. McM. Henry Flanders.

JULY *5th*, 1861.

Received for Mr. T. Duncan, on board the brig Herald, 25 casks sp. turpt. Twenty-five marked [T]

G. GODDARD, *Mate.*

98 No. 29. R. C. McM. Henry Flanders.

JULY *7th*, 1861.

Received on board the Brt. brig Herald, 39 bar'l spr. turp.
Mark'd [C]

G. GODDARD, *Mate.*

Envelope No. 3, containing enclosure C.—H. F.

HANTSPORT, *20th September*, 1860.

Captain FOLKER, brig Herald:

DEAR SIR: I received your two letters, also two from Walker, Mellin & Co., enclosing bills, &c., all by the last mail; I have drawn for the £125, and sold bill.

I wrote contents of your letters, and am satisfied you have done as well as you could under the circumstances; the freight turned out to be a poor one. I wish you to pay your crew all off in New York and disburse your vessel for the voyage, (which will, in all probability, be to Europe with flour and grain,) paying all your bills as you go, and leave the balance in the hands of D. R. de Wolf, esq. I will write by this mail to D. R., and let him secure your freight if possible.

Captain Toye is now in Halifax, and will be in New York with you. I have shown him your letters, and he appears well pleased with what you have done. He will probably advise with you in reference to your future course, but after his and my and all other advice, I wish you in every case to be governed by your own judgment and circumstances, having the interest of the owner and vessel at all times in view. I think you had better try for Liverpool or Glasgow, or some of the handy Irish ports, and if nothing better offers you will be in a position to take coal and run down to St. Thomas, or some of the Windward islands, from whence you will be likely to get something to the United States or back again to Europe.

99 I wish you to stick to the Herald for the present, and when circumstances make it necessary for you and her to dissolve partnership, if everything goes on right, my small means and influence shall not be wanting to help you to a berth.

Please write as often as you can, and let me know how you are progressing.

Yours obed't servant,

J. B. NORTH.

P. S.—Keep vessel's bills paid, that when you remit money to owners it will be theirs.

J. B.

I expect the new schooner in about ten days.

Envelope No. 4, containing enclosures D & E.—H. F.

HANTSPORT, 8*th of July*, 1860.

Captain FOLKER, brig Herald:

DEAR SIR: I received your letter from "Parrboro," and regret much to learn of your mishaps there; hope you will have better success in all times to come.

I fear the leaking you speak of will be a serious matter, as you cannot get at it without taking off the sheathing; you must, however, do the best you can under the circumstances; use your own judgment. I don't believe all that J. S. De Wolf, or any other De Wolf, tells you, farther than looks consistent. As regards your future course, I shall only say I feel anxious for the vessel to be got into the Wilmington trade, if possible, as she will there get freights both ways, and constant employ.

Captain Toye writes home he is getting 27 6 sterling for iron from Cardiff to Wilmington, which I think a very good freight, and he wishes the "Herald" to be got into the same business if possible; she would in all probability get $1 per bbl. for naval stores back to Europe. If you should find it necessary to put a few iron knees in "Herald" do so; I should think, however, she would
100 carry cargo at this season of the year without, and by winter you would have more funds; let your judgment and the best information you can get be your guide. As regards funds, you must manage to send me some if possible, if you have to draw on your outward freight to disburse the vessel; her last year's insurance, £110, is yet unpaid, also her provision bill £28, also sails, and besides wages for caulking, sheathing, &c., (there now, don't get scared.) I am getting on well with the new vessel; have our topsides on and deck frame in. Please write as soon as you get this, and again when you are ready to leave, and give particulars.

Very truly yours, &c.,

J. B. NORTH.

P. S.—I have written to Walker, Mellin & Co., saying you were coming; also told them you were free to employ who you chose.

J. B. NORTH.

Envelope No. 4, containing encloures D & E.—H. F.

HANTSPORT, 7*th January*, 1860.

Captain FOLKER, brig Herald:

DEAR SIR: I wrote you by last mail, but as it may get mislaid I write again; times are dull here, and freight not as good as they were.

I cannot give you any advice in reference to "Herald;" you must be governed by circumstances, after taking the best available advice; you can tell better what the prospect is than I can here. All we want you to do is to make all the money you can. Be careful what kind of paper you take as there are many failures. I am getting timber for two vessels; have bargained for one and partly the other. Hope to build you a ship some of these days. Please write and let me know how you are getting along, and I will try to answer any questions you may ask.

Very truly yours,

JOS. B. NORTH.

P. S.—Send me all the money you can, I need it badly.

J. B. N.

101 Envelope No. 10, containing enclosure "G."—H. F.

GIBRALTAR, 28*th November*, 1860.

Captain W. FOLKER:

DEAR SIR: I am now in this port; weather are so bad can't discharg. I had thirty days pasage. Some good weather, some very bad; had doeful gale

making the land drive past in Night, got back next day. I hope you have got along Well I had a good deal of East winds after leavind New York. I was talk of iron Neses. If you think you can do without do so for another voyage, as the vessel are in det but If the vessel raley needes them get fore or five of Lede, this you must Judge yourself, but be very carefull about your agreements have in ritern and no Entry charges or the Entry will be more than the hole bill for you will have set of robers to deal with when you receive this rite me to Malaga to the care of Messrs. James Wallis & Co., Malaga and I will get yet as I meant leave there before January I have nothing to tell that is worth riten you. Gibralter is quar plase rember Me to Mr. R. Perse and tom his sone.

I remain yours,

Capt. JOHN TOYE,
Barque Florence.

No. 11.—H. F.

This is to certify that I am well acquainted with Captain William Folker, master of the British brig "Herald," of Windsor, N. S., and have known him for more than two years as master of a vessel. And I know him to be a man of sobriety, a worthy, steady, industrious man, and do not know any man that I would rather entrust with a vessel of mine than he.

I am yours, respectfully,

D. R. De WOLF.

NEW YORK, *October 27th*, 1860.

This testimonial is from the owner of the ship that I am at present master of.

102 No. 33. R. C. McMurtrie. Henry Flanders.

2	barls.	pork.	2½	barls.	potatoes.
2	"	beef.	½	"	mackerel.
2¼	"	flour.	6	galls.	molasses.
2	"	bread.	½	bush.	beans.
50	lbs.	sugar.	¾	"	peas.
50	"	rice.	½	"	dried apples.
30	"	coffee.	8	doz.	eggs.
10	"	tea.	5	casks	water.
25	"	butter.	4	galls.	lamp oil.
15	"	cheese.	4	"	fluid.
4	"	raisins.	2	bars	soap.
20	"	ham.	18		cabbages.
½	"	pepper.	½	lb.	mustard.

Stores on board Br. brig Herald.

1½	barls.	beef.	1¼	barls.	pork.
1¼	"	flour.	½	bush.	potatoes.
No butter.			No cheese.		
¼	barl.	mackerel.	50	lbs.	rice.
1	peck	beans.	½	bush.	peas.
1	"	dried apples.	No ham, no sugar.		
10	lbs.	coffee.	7	lbs.	tea.
1	doz.	eggs.	No raisins.		
3	galls.	molasses.	2½	casks	water.
3	"	lamp oil.	2	galls.	fluid.
No soap, no cabbages.			No pepper, no mustard.		

The above list contains the provisions on board the 2d day of August, 1861.

H. F.

103 *Report and manifest of the cargo laden at the port of Beaufort, N. C., on board the brig Herald, William Folker, master, bound for Liverpool, England, 11th day of July,* 1861.

Marks.	Nos.	Packages or articles in bulk.	Contents or quantities.	Value at the port of exportation.
	1	Spts. of turpentine.....	955 barrels	$16, 535
	2	.....do	6½ "	
	3	Rosin.....	593 "	900
	4	Tar	329 "	409
	5	Tobacco	100 boxes.	
	6	....do	39 hhds.	
	7	....do	25 tcs.	10, 000

Wm. Folker, master or commander of the brig Herald, bound from Beaufort, N. C., to Liverpool, England, do solemnly, sincerely, and truly swear that the manifest of the cargo on board the said brig, now delivered by me to the collector of this district, and subscribed with my name, contains, according to the best of my knowledge and belief, a full, just, and true account of all the goods, wares, and merchandise now actually laden on board the said vessel, and of the value thereof; and if any goods, wares, or merchandise shall be laden or put on board the said brig previous to her sailing from that port, I will immediately report the same to the said collector. I do also swear that I verily believe the duties on all foreign merchandise therein specified have been paid or secured according to law, and that no part thereof is intended to be relanded within the Confederate States; and if by distress or unavoidable accident it shall become necessary to reland the same, I will forthwith make a just and true report to the collector of customs of the district when such distress or accident shall happen; so help me God.

WILLIAM FOLKER.

Sworn to before me.

JOSIAH F. BELL, *Collector.*

No. 6. R. C. McMurtrie. Edward S. Handy.

104 This charter party, made the 24th day of May, in the year one thousand eight hundred and sixty-one, between William Folker, master and agent of the Br. brig Herald, of Windsor, N. S., of the burthen of tons, or thereabouts, register measurement, now lying in the harbor of Boston, of the first part, and William Williams, of the second part, witnesseth: that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, do covenant and agree, on the freighting and chartering of the said vessel unto the said party of the second part, for a voyage from Morehead city, Beaufort, N. C., to Liverpool, England, on the terms following, that is to say:

First. That the said party of the first part do engage that the said vessel in and during the said voyage shall be kept tight, staunch, well-fitted, tackled, and provided with every requisite and with water and provision necessary for such a voyage.

Second. The said party of the first part do further engage, that the whole of the said vessel (with the exception of the cabin and the necessary room for the accommodation of the crew and stowage of the sails, cables and provisions) shall be at the sole use and disposal of the said party of the second part during the

voyage aforesaid; and that no goods or merchandise whatever shall be laden on board otherwise than from the said party of the second part or his agent, without consent, on pain of forefeiture of the amount of freight agreed upon for the same.

Third. That the said party of the first part do further engage to receive and take on board the said vessel during the aforesaid voyage, all such lawful goods and merchandise as the said party of the second part or his agents may think proper to ship.

It is understood that the vessel is at Boston, and will proceed to Morehead city with every despatch.

And the said party of the second part, for and in consideration of the
105 covenants and agreements to be kept and performed by the said party of the first part, do covenant and agree with the said party of the first part to charter and hire the vessel as aforesaid on the terms following—that is to say:

First. The said party of the second part do engage to provide and furnish to the said vessel a full cargo of lawful merchandise, such as he may wish to ship, the master guaranteeing to carry at least 300 bbls. naval stores on deck at charterer's risk.

Second. The said party of the second part do further engage to pay to the said party of the first part or agent, for the charter or freight of the said vessel during the voyage aforesaid, in manner following—that is to say, the sum of eight hundred and fifty pounds sterling, in full for the voyage, payable in cash on the right delivery of cargo.

It is further agreed between the parties to this instrument, that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days as follows—that is to say:

Twenty-five running days to load after the vessel is ready to take in cargo at her dock at Morehead city, and prompt despatch in discharging at Liverpool, and in case the vessel is longer detained, the said party of the second part agree to pay to the said party of the first part demurrage at the rate of five pounds sterling per day, day by day, for every day so detained, provided such detention shall happen by default of the said party of the second part or his agent.

It is also further understood and agreed, that the cargo or cargoes shall be received and delivered alongside of the vessel within reach of her tackles, or according to the customs and usages at the ports of loading and discharging.

Is is also further understood and agreed that this charter shall com-
106 mence when the vessel is ready to receive cargo at her place of loading, and notice thereof is given to the party of the second part or to his agent. The vessel to discharge in such dock at Liverpool, convenient for loading naval stores, at the suggestion of the consignee of the cargo. Vessel to go consigned to Messrs. Potter Bros., Liverpool, free of consignment, commission on amount of freight. Vessel to have funds for—at Morehead city—disbursement not exceeding two hundred and fifty dollars, on account of this charter, free of commission, but subject to insurance.

To the true performance of all and every of the foregoing covenants and agreements, the said parties each to the other do hereby bind themselves, their heirs, executors, administrators and assigns, (especially the said party of the first part, the said vessel, her freight, tackle and appurtenances, and the said party of the second part, the merchandise to be laden on board) each to the other in the penal sum of eight hundred and fifty pounds sterling.

In witness whereof, the said parties have hereunto, interchangeably, set their hands and seals the day and year above written.

WM. WILLIAMS.
WILLIAM FOLKER.

Sealed and delivered in the presence of
T. W. JOHNSON.

FORT MACON, *July 3d*, 1861.

SIR: I received a despatch from Raleigh last night, ordering me not to permit the brig Herald to sail until further orders. I hope it is unnecessary for me to say that the order will have to be complied with.

Very respectfully,

PRIDE JONES, *Capt. Com'dg.*

To the Captain of the brig Herald.

107 Envelope No. 1, containing enclosure "A."—H. F.

GOLDSBORO', N. C., *June 24th*, 1861.

DEAR SIR: I am having all I can do to get your cargo ready and would send my brother to see to it there if you think best, but if you can get along until I can get a train to take what I have here I will send him. I have trouble in getting the cars to take the spirits. On the other roads I have on a hundred barrels at one place, should be here to-day, but I fear I shall not be able to get it before Thursday. I shall try to get all your load there by Monday next if possible; you can take on the spirits and rosin as it comes to hand.

The great trouble is, the trains only come to McC. once a week, and about the same here. I shall do the best I can for you.

Yours, respectfully,

CHAS. PARMELEE.

Envelope No. 2, containing enclosure "B."—H. F.

GOLDSBORO', *June 27th*, 1861.

Capt. WM. FOLKER:

DEAR SIR: There will be one hundred and fifty or one hundred and sixty barrels spirits down on the train to-day, and if you wish to put it on board to-morrow please put it forward; either my brother or myself will be down to-morrow night.

Yours, respectfully,

CHAS. PARMELEE.

Envelope No. 5, containing enclosure "F."—H. F.

GOLDSBORO', N. C., *June 28th*.

Capt WM. FOLKER:

DEAR SIR: The bearer, my brother, will see to your wants and
108 tend to cargoe. He brings a gentleman with him that wants you to take all the tobacker you can. I think some will make good stowage in the hold, and any you may take in on your own account will be correct as far as I am concerned. I want you to see my brother and make up your mind what freight to charge him, as you are interested.

I think you can make something for yourself in this way, and I think you should, as you are worthy of it. I shall come after the last load comes on Tuesday.

Yours, respectfully,

CHAS. PARMELEE.

No. 9.—H. F.

GOLDSBORO', N. C., *June 25th*, 1861.

Capt. WM. FOLKER:

DEAR SIR: I am in reception of your favor of to-day and notice remarks. I am doing a fast as I can, and would if had your cargo in this week, but was in

hope that some opening would be made so I could safely purchase one thousand barrels of spirits, as the freight was so much, but I find that it will be all uncertain in relation to shipping and drawing on the cargo under the present times. I therefore, to save ourselves, will have to take on freight some five hundred barrels or more, which I suppose will be acceptable to you. I should be pleased to here from you in relation to the matter. You will pleas take in the spirits that is there and what may come to hand, and let me know what you think you can take so that I may be able to send the ballance of your cargo at as early a moment as possible.

Yours, respectfully,

CHAS. PARMELEE.

109 *Journal, from Boston towards Beaufort, N. C.*

H.	K.	F.	Courses.	Winds.	Lee way.	Remarks.
1	....	....	.....	.....	.....	Saturday, 1st day of June, 1861; 1st day at sea:
2	....	....	.....	.....	.....	At 11. 30 a. m. set sails and got under way. Wind SW.;
3	....	....	.....	.....	.....	clear sky; fine weather. At 12. 30 held up; veers E.SE.;
4	....	....	.....	.....	.....	wind S. At 3 p. m. held up, S.SE.; wind SW.; wind
5	....	....	.....	.....	.....	increase; main royal bent; clear sky, fine weather;
6	....	....	.....	.....	.....	wind increase, flying-jib, main topgallant staysail fast.
7	....	....	.....	.....	.....	
8	....	....	S.SE.....	SW.....	.....	Passed Highland light, 20 m. distant; clear sky; wind in-
9	7	....	.....	.....	.....	crease; main topgallant sail fast.
10	7	....	S.SE.....	.....	.....	
11	7	....	.....	SW.....	.....	
12	7	....	S.SE.....	.....	.....	Moderate; set main topgallant sail.
1	7	....	S.SE.....	SW.....	.....	
2	7	....	.....	.....	.....	Clear sky, fine weather, strong breeze.
3	7	....	.....	.....	.....	
4	7	....	.....	.....	.....	Set flying-jib.
5	7	....	S.SE.....	SW.....	.....	
6	7	....	.....	.....	.....	Steady breeze, clear sky, fine weather; set main topgal-
7	7	....	S.SE.....	SW.....	.....	lant staysail.
8	7	....	.....	.....	.....	
9	6	5	.....	.....	.....	Wind taken way, fine weather.
10	6	5	.....	.....	.....	Course, S. 28. 14 E.; distance, 118; diff. of lat., 1°35 S.;
11	6	5	.....	.....	.....	departure, 51. 2 E.; lat. by D. R., 40°45 N.; lat. by ob.,
12	6	5	.....	.....	.....	40. 49 N.; variation, ¼ W.; diff. of lon., 1°8 E.; lon. in.;
						70°1 W.; lon. by ob. ——.
1	4	5	S.SE.....	SW.....	.....	Sunday, 2d day of June, 1861; 2d day at sea:
2	4	5	.....	.....	.....	Calm breeze, fine weather.
3	4	5	.....	.....	.....	Clear sky.
4	4	5	.....	.....	.....	
5	3	....	S.SE.....	SW.....	.....	Ditto, ditto.
6	3	....	.....	.....	.....	
7	2	....	SE. by S.....	SW. by S.	.....	Fine weather, misty sky.
8	2	....	.....	.....	.....	
9	1	....	.....	.....	.....	Clear starlight night, calm.
10	1	....	W. by N	.....	.....	Bent ship.
11	1	....	.....	.....	.....	
12	1	....	.....	.....	.....	
1	2	....	.....	.....	.....	Clear starlight night, calm.
2	2	....	SW.....	E.....	.....	
3	3	....	.....	.....	.....	Calm breeze, fine weather.
4	3	....	.....	.....	.....	Set main royal.
5	4	....	SW.....	S.SE.....	.....	
6	4	....	.....	.....	.....	Wind increase, clear sky.
7	4	....	.....	.....	.....	Fine weather.
8	4	....	.....	.....	.....	
9	5	....	W.SW.....	S	.....	
10	5	....	.....	.....	.....	Covered cloudy sky, wind increase, fine weather; bent
11	5	....	.....	.....	.....	foretop-gallant sail.
12	5	....	.....	.....	.....	Course, S. 18°16 W.; distance, 79; diff. of lat., 58. 6;
						departure, 17; lat. by D. R., 39°47 N.; lat. by ob., 39°49
110						N.; variation, ¼ W.; diff. of lon., 22; lon. in., 70°23 W.,
1	5	5	W. ½ N.....	S.SW.....	½	Monday, 3d day of June, 1861; 3d day at sea:
2	5	5	.....	.....	.....	Clear sky, fine weather.
3	5	5	.....	.....	.....	Wind increase; main royal flying-gib and main topgallant
4	5	....	W. ½ N.....	S.SW.....	.....	staysail fast.
5	5	....	.....	.....	.....	Misty weather and fine rain.
6	5	....	W. ½ N.....	S.SW.....	.....	Wind increase, fore and main topgallant sail fast.
7	4	....	W. ½ N.....	S.SW.....	.....	
8	4	....	.....	.....	.....	
9	4	....	.....	.....	.....	Thick covered sky with rain, bend 1 reef in the topsail.
10	4	....	.....	.....	.....	
11	4	....	.....	.....	.....	Wind increase, bend double reef in the topsails.
12	4	....	.....	.....	.....	
1	4	5	W. by N	SW. by S.	1 y	
2	4	5	.....	.....	.....	Strong breeze with rain.
3	4	5	NW.....	W.SW.....	.....	
4	4	5	.....	.....	.....	Bout ship.
5	2	5	.....	.....	.....	Wind taken away, loose the reefs and the topsail, set top-
6	2	5	S	W.SW.....	.....	gallant sails.
7	2	5	.....	.....	.....	Covered sky, fine weather.
8	2	5	.....	.....	.....	
9	3	....	S.SW.....	W	.....	Moderate; set flying-gib, main topgallant staysail, and
10	3	....	.....	.....	.....	royal.
11	3	....	.....	.....	.....	
12	3	....	.....	.....	.....	Calm breeze, fine weather.
						Course, N. 15. 3 W.; distance, 97; diff. of lat., 3 N.; de.
						parture, 16. 8; lat. by D. R,, 39°. 32; lat. by ob., 39. 51;
						variation, ¼ W.; diff. of lon., 1°. 39 W.; lon. in. 72°. 6 W.

Journal from Boston towards Beaufort, N. C.—Continued.

H.	K.	F.	Courses.	Winds.	Lee way.	Remarks.
						Tuesday, 4th day of June, 1861; 4 days at sea:
1	2	....	S.SW.....	West.....	.....	Misty sky, fine weather.
2	2	....	.....	.....	.....	
3	2	....	SW.....	W.NW ...	.....	Calm.
4	2	....	.....	.....	.....	
5	4	....	SW.....	.....	.....	Misty sky, with fine rain.
6	4	....	.....	.....	.....	
7	6	....	SW. by S. ½ S.	NE	.....	Ditto, ditto.
8	6	....	.....	.....	.....	
9	6	....	SW. by S. ½ S.	E	.....	Set foretopmast studding-sail.
10	6	....	.....	.....	.....	Thick sky, with fine rain.
11	6	....	.....	.....	.....	
12	6	....	.....	.....	.....	Strong breeze.
1	8	5	.....	.....	.....	
2	8	5	.....	.....	.....	
3	8	5	SW. by S. ½ S.	E.....	.....	Wind increase, thick sky.
4	8	5	.....	.....	.....	
5	8	5	SW. by S. ½ S.	.....	.....	With rain.
6	8	5	.....	E	.....	
7	8	5	SW. by S. ½ S.	.....	.....	Ditto, ditto. Main topgallant staysail and trysail fast.
8	8	5	.....	E	.....	
9	8	5	.....	.....	.....	
10	8	5	.....	.....	.....	
11	8	5	SW. by S. ½ S.	E	.....	Covered sky, fine weather; set main topgallant staysail.
12	8	5	.....	.....	.....	Course, S. 23. 42 W.; distance, 148; diff. of lat., 2°. 15; departure, 59. 3; lat. by D. R., 37°. 37; lat. by ob., ——; variation, ½ W.; diff. of lon., 1°. 16; lon. in., 73°. 22 W.
111						
						Wednesday, 5th day of June, 1861; 5 days at sea:
1	6	....	SW. by S. ½ S.	E	.....	Squall with rain.
2	6	....	.....	.....	.....	Steady breeze.
3	6	....	.....	.....	.....	Set main topgallant studding-sail.
4	6	....	.....	.....	.....	
5	6	....	.....	.....	.....	Covered sky with fine rain.
6	6	....	SW. by S. ½ S.	E	.....	
7	3	....	.....	.....	.....	Calm breeze, covered sky.
8	3	....	.....	.....	.....	
9	2	....	SW. by S. ½ S.	E	.....	
10	2	....	.....	.....	.....	Covered sky, calm breeze.
11	2	....	SW. by S. ½ S.	E	.....	Fine weather.
12	2	....	.....	.....	.....	
1	3	....	.....	SE.....	.....	
2	3	....	.....	.....	.....	Thunder squall charged with lightning; studding-sails in and light sails fast.
3	3	....	.....	.....	.....	
4	3	....	SW. by S. ½ S.	SE.....	.....	Heavy rain.
4	1	....	NW	.....	.....	
6	1	....	.....	.....	.....	Covered sky with rain.
7	1	....	NE	.....	.....	Calm, no wind.
8	1	....	.....	.....	.....	
9	1	5	SW. by S.....	.....	.....	
10	1	5	.....	.....	.....	Covered sky with rain squall.
11	1	5	.....	.....	.....	
12	1	5	.....	.....	.....	Calm.
						Course, S. 22. 32 W.; distance, 66; diff. of lat., 1°. 1 S.; departure, 25. 3 W.; lat. by D. R., 36°. 36 N.; lat. by ob., ——; variation, ½ W.; diff. of lon., 31.; lon. in., 73°. 54 W.
						Thursday, 6th day of June, 1861; 6 days at sea:
1	2	5	SW. by S. ½ S.	E	.....	Calm breeze, covered sky with rain.
2	2	5	.....	.....	.....	
3	2	5	.....	.....	.....	Set studding sail.
4	4	....	.....	.....	.....	
5	4	....	.....	.....	.....	Squalls with rain; studding sails in main royal and main
6	4	....	.....	.....	.....	topgallant staysail; squalls with rain.
7	4	....	.....	.....	.....	
8	4	....	.....	NE	.....	Fore and main topgallant sail fast.
9	4	....	.....	.....	.....	
10	4	....	.....	.....	.....	Wind increase; double reef the topsail, mainsail, and jib
11	4	....	.....	.....	.....	fast.
12	4	....	.....	.....	.....	
1	4	....	.....	.....	.....	Squalls with rain.
2	4	....	.....	N	.....	Strong breeze.
3	4	....	.....	.....	.....	
4	4	....	.....	.....	.....	Thick sky with rain.
5	4	....	W.SW.....	N.NE	.....	
6	4	....	.....	.....	.....	
7	4	....	.....	.....	.....	Moderate; cloudy sky; loosed reef out the topsails, set jib
8	4	....	.....	.....	.....	and maintop main staysail.
9	4	....	W. by S	.....	.....	Course, S. 23. 10 W.; distance, 90; diff. of lat., 1°. 5;
10	4	....	.....	.....	.....	departure, 32. 6; lat. by D. R., 35°. 31 N.; lat. by ob.,
11	4	....	.....	.....	.....	35°. 47 N.; variation, ¾ N.; diff. of lon., 3. 5 W.; lon. in.,
12	4	....	SW. by W	.....	.....	74°. 29 W.; lon. by ob., 74°. 1 W.

112 *Journal from Boston towards Beaufort, N. C.*—Continued.

H.	K.	F.	Courses.	Winds.	Lee way.	Remarks.
						Friday, 7th day of June, 1861; 7 days at sea:
1	7	5	SW.	N.NE		Wind taken way; set fore and main topgallant-sail and
2	7	5				mainsail, flying jib.
3	7	5				Cloudy sky.
4	7	5				
5	6	....	SW. by W	N.NE		Moderate; loose the reefs out of the topsail, set main-royal.
6	6	....				
7	6	....				Covered sky, fine breeze.
8	6	....				
9	5	....				Cloudy sky, fine weather.
10	5	....				Wind taken way.
11	5	....				
12	5	....				Set fore-topmast and studding-sail.
1	5	....		N.NE		Squally sky; calm breeze.
2	5	....				
3	5	....				
4	5	....				Fine weather.
5	4	....	W. SW.			
6	4	....				Calm breeze, fine weather.
7	4	....				Covered sky.
8	4	....				
9	6	....	W. by S. ½ S.	N.NE		Covered sky, wind increase.
10	6	....				
11	6	5				Tide on the Gulf sets 45 miles to N.
12	6	5				Course, S. 54°. 04 W.; distance, 137; diff. of lat., 1. 25; departure, 93. 8; lat. by D. R., 35°. 22 S.; lat. by ob., —; variation, —; diff. of lon., 1°. 56; lon. in., 75°. 54.
						Saturday, 8th day of June, 1861; 8 days at sea.
1	6	....	SW. ½ W.	N.NE		Fine weather, covered sky; 3 p. m. passed Hatteras light-
2	6	....				house, wind N.NW.
3	6	....				
4	6	....				Covered sky; set main topgallant studding-sail.
5	7	....				
6	7	....				Wind increase; studding sails in; royal, flying jib, and
7	7	....	SW. ½ W.	N.NE		main topgallant staysail fast.
8	7	....				
9	4	5				
10	4	5				Covered sky, strong breeze.
11	4	5				Fore and main topgallant staysail fast; sounded 17 fathom
12	4	5				water.
1	4	5				
2	4	5				Strong breeze, clear starlight sky, fine weather.
3	5	....				
4	5	....	NW.	N.NE		At 4 a. m. hold by wind to draw in shore; at 5 a. m. by
5	7	....				Cape Lookout light-house.
6	7	....				
7	7	....				
8	7	....	E. by S			Cloudy sky, fine weather; run in shore about 6 miles dis-
9	6	....				tant; bout ship; 10 ft. of water; wind taken way; Look-
10	6	....				out light-house in sight; bout ship.
11	6	....				
12	6	....				Lat. by ob., 34°. 31 N.

113 *Journal from Boston towards Beaufort, N. C.*—Continued.

Sunday, 9th day of June, 1861; 9 *days at sea.*

Clear sky, fine weather; wind NE.; beat up along the coast. At 8 p. m. brought up in 10 fathom water, north 25 fathoms. Rain; made the sails fast.

Monday, June 10th.—At 4 a. m. got under way; wind NW. At 3 a. m. got the vessel on shore in 1½ fathom water; made water; got off again after ½ hour time. At 5 a. m. got a pilot on board, and let Potter get a steam tug, and brought the vessel alongside the R. R. wharf and anchor north, 15 fathoms. Rain. Harbor of Beaufort, N. C.

Tuesday.—Fine weather, discharged; discharged 40 tons ballast; at 5 p. m. took the —— vessel alongside the wharf, Moorehead city.

Wednesday, June 12.—Fine weather, wind SW.; set the rigging up.

Thursday, June 13.—Fine weather, wind NW. Sunday.

Friday, June 14.—Fine weather, wind NW.; discharged ballast.

Saturday, June 15.—Fine weather, wind NW.; discharged ballast; cleared decks.

Sunday, June 16.—Fine weather, wind NW., strong breeze.

Monday, June 17.—Fine weather; cleaned the hold.

Tuesday, June 18.—Heavy rain squalls, wind of E. with rain; mended sails and bended the fore-topsail and foresail.

Wednesday, June 19.—Fine weather, wind NW.; mended sails.

Thursday, June 20.—Fine weather, wind SW.; mended sails and bend the foretopsail.

Friday, June 21.—Fine weather, wind NW.; mended sails and set the rigging up.

Saturday, June 22.—Fine weather, wind NE.; set the rigging up and cleaned the deck.

Sunday, June 23.—Squalls with rain, wind from E.

Journal from Boston towards Beaufort, N. C.—Continued.

Monday, June 24th.—Fine weather, calm breeze and SW.; commenced to load with 300 barrels rosin.
Tuesday, June 25.—Squalls with fine raid; mended sails.
Wednesday, June 26.—Fine weather, wind SW.; worked the rigging and bended the foresail.
Thursday, June 27.—Fine weather, worked in the rigging and mended sails.
Friday, June 28.—Fine weather, wind SW.; loaded 218 barrels and 6 ½-barrels of sps. turpt.
Saturday, June 29.—Squall with rain; cleaned the deck.
Sunday, June 30.—Fine weather, strong wind and SW.
Monday, July 1.—Fine weather; loaded 45 barrels of sp. turp.
Tuesday, July 2.—Fine weather; loaded 100 barrels rosin.
Wednesday, July 3.—Fine weather, wind NW.; loaded 202 barrels spt. turpt. and 26 barl. st. t.
Thursday, July 4.—Fine weather, wind SW.; loaded spt. turp. and tobacco.
Friday, July 5.—Fine weather, wind S.; loaded spts. turp. and tobacco.
Saturday, July 6.—Fine weather, wind SW.; cleared the ship and cargo.
Sunday, July 7.—Fine weather, wind SW.; Charles Ross went on shore.
Monday, July 8.—Fine weather; loaded spt. turp. The said sailor Ross not returned.
Tuesday, July 9.—Loaded spt. turp. The sailor Ross came on board again.
Wednesday, July 10.—Fine weather, wind SW.; got the deck load on the vessel; 943 barrels sp. turp., 402 bbls. rosin, 39 hhds. tobacco, 25 tierces, 100 boxes tobacco on the deck, in the hold, and 153 barl. turp.; deck, 177 barrels tar, 184 barl. rosin, 12 barl. spt. turp.

114 *Journal from Beaufort towards Liverpool.*

H.	K.	F.	Courses.	Winds.	Lee way.	Remarks.
						Sunday, 14th day of July, 1861:
1	----	----	----------	----------	------	At 9 a. m. the pilot came on board, set sails and got under way. Calm breeze out, NW. At 11 a. m. pilot left, set our course and sails, bound for Liverpool; course S. by E., light breeze. At 5 p. m. hailed off Cape Lookout light-house, bear. N. ¼ W., 14 mile distant, 12 fathoms; calm breeze and W.SW.; course E.SE.
2	----	----	----------	----------	------	
3	----	----	----------	----------	------	
4	----	----	----------	----------	------	
5	----	----	----------	----------	------	
6	----	----	----------	----------	------	
7	4	----	E ----------	N ----------	------	Calm breeze, fine weather.
8	4	----	----------	----------	------	Pump ship.
9	4	----	E.SE -------	NE -------	------	
10	2	----	E ----------	N.NE ------	------	Clear starlight night, fine weather.
11	2	----	----------	----------	------	
12	2	----	----------	----------	------	Calm breeze.
1	3	----	E ----------	N ----------	------	
2	3	----	----------	----------	------	Clear sky, fine weather.
3	3	----	----------	----------	------	
4	3	----	----------	----------	------	Calm breeze.
5	3	----	E ----------	N ----------	------	
6	3	----	E.NE -------	N ----------	------	Cloudy sky, fine weather.
7	3	----	E.NE -------	----------	------	
8	3	----	E.NE -------	----------	------	Calm breeze.
9	2	5	E.NE -------	----------	------	Calm breeze, cloudy sky.
10	2	5	E.NE -------	----------	------	Course, N 63. 26 E.; distance, 68; diff. of lat., 2 N.; departure, 40 E.; lat. by D. R., 34°. 36 N.; diff. of lon., 48 E.; lon. in., 75°. 47 N.
11	2	5	E.NE -------	----------	------	
12	2	5	----------	----------	------	

115 Afterwards, to wit, on the eighteenth day of March, A. D. 1862, a final decree is pronounced in the words following, to wit:

I, John Cadwalader, judge of the district court of the United States, in and for the eastern district of Pennsylvania, duly authorized under the Constitution and laws of the United States to hear and determine in the said district all causes and complaints as to ships or vessels, and goods, &c., seized and taken as prize, having heard and considered the merits and circumstances of a certain cause or proceeding respecting the capture or seizure of a certain brig called the Herald, whereof William Folker was master, her tackle, apparel and furniture, and also against the goods, wares, and merchandise laden on board the same, captured by the steamer St. Lawrence, of the navy of the United States, on the high seas, on the 16th day of July, 1861, and brought into the port of Philadelphia, in the said district; which cause or proceeding was lately and still is depending before me. And the said cause having been heard upon the libel and several claims, and upon the preparatory and further proofs, and having been argued by the attorney of the United States, and by the respective advocates and protectors for the several claiments; and it appearing that at and before the time of the said capture civil war existed between the United States and certain enemies of the United States, confederated for hostile purposes against them, and that the said vessel and the following portions of her cargo, that is to say, 49 casks of spirits of turpentine, marked [C]; 101 casks of spirits of turpentine, marked C; 200 casks spirits of turpentine, marked P; two of spirits of turpentine, marked M; two casks of spirits of turpentine, marked J; three casks of spirits of turpentine, marked [A]; seven casks of spirits of turpentine, marked E K H; 27 casks of spirits of turpentine, marked J M W, and 38 casks of spirits of turpentine, marked P; 50 casks of spirits of turpentine, marked [T]; 27
116 casks of spirit of turpentine, marked [R]; 20 casks of spirits of turpentine, marked D; and 20 casks of spirits of turpentine, marked [J]; 86 casks of spirits of turpentine, marked T–H; and 18 casks of spirits of turpentine, marked H; in all, 655 barrels or casks of spirits of turpentine, were then the property of persons respectively within the legal description of enemies of the United States in the said civil war, and as such or otherwise confiscable: I, the said judge, on the 18th day of March, in the year 1862, rejected the claims of the several parties respectively praying restitution of the said vessel, and of the aforesaid 655 casks of spirits of turpentine, and pronounced the said brig and 655 barrels of spirits of turpentine to have belonged at the time of the capture and seizure aforesaid to be enemies of the United States in the said civil war, and to be as such or otherwise subject and liable to confiscation, and condemned the same as and good lawful prize. And on application of the attorney of the United States, order that the said brig, her tackle, apparel and furniture, and the said 655 barrels of spirits of turpentine be publicly sold by the marshal, according to the course and practice of the court, and that the proceeds of sale be brought into the registry of the court to abide its order and direction. And as to the residue of the cargo, consisting of other spirits of turpentine hereinafter mentioned, and rosin, tar, and tobacco, the several claims heretofore filed were on the same day, upon consideration, rejected. But forasmuch as the ownership of the said tobacco, tar, and rosin, and last mentioned spirits of turpentine did not, as yet, certainly appear, the adjudication of the question of prize or no prize was for the present postponed as to the same. Forasmuch, however, as the said remaining spirits of turpentine as to which adjudication is postponed as aforesaid, the same being in casks of the marks and numbers following, that is to say: P 40 barrels, [B] 50 barrels, [W] 29 barrels, and [R] 15
117 barrels, [D] 50 barrels, [S] 60 barrels, [J] 38 barrels, [L] 20 barrels, and N 6 half barrels, (according to the bills of lading,) cannot remain longer on board of the said vessel, and from evaporation, which will increase as the hotter season approaches, will undergo loss and deterioration if it should remain longer

unsold, therefore it was by the said judge at the same time ordered that the said remaining spirits of turpentine be sold as perishable, and that the marshal publicly sell the same according to the course and practice of the court, and bring the proceeds into the registry of the court to abide its order and direction.

Whereupon, to wit, on the eighteenth day of March, A. D. 1862, Mr. Johnson, on behalf of claimants, prays leave to appeal from the sentence or decree aforesaid to the next circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, and the same is allowed.

In the district court of the United States for the eastern district of Pennsylvania, sitting as a prize court.

Case of the brig Herald and her cargo.

Opinion of the court delivered 8th February, 1862.

Cadwalader, J.—The case of this vessel and that of her cargo are somewhat complicated with each other. As to the vessel—of which fifty-nine sixty-fourths are of alleged British ownership—the principal questions are:

1. Should the case be ruled by the law of war.
2. Was Beaufort harbor effectively blockaded.
3. Was there a breach of blockade.
4. Did the notification of the intended blockade of the ports of North Carolina render a vessel sailing afterwards, as this vessel did, for a port of that State from a port of the United States, liable to capture and condemnation, independently of any question of actual blockade of the port of destination.

5. Independently of any question of blockade, ought she to be con-
118 demned either for the sole reason that her clearance at Boston, when she was bound for Beaufort, was falsified so as to represent a fictitious destination for a friendly foreign port, or on account of this and other facts considered in combination with one another, and also in connection with negative circumstances of the case.

I think that the law of maritime war should rule the case.

Beaufort harbor was not blockaded when this vessel entered it, on the 10th of June, 1861. Whether it was effectively blockaded on the 14th of July, 1861, when she left it, is an unimportant inquiry; because, if there was then a blockade, there was, according to the rules prescribed in the President's previous proclamations, afterwards confirmed by Congress, no breach of blockade.

So far as the vessel is concerned, the voyage was under the charter-party from Boston, by way of Beaufort, to Liverpool; so that the primary destination to Beaufort, not less than the ulterior destination to Liverpool, must be considered. There had been a complete notification of the intended blockade, and the parties had actual knowledge of it before she left Boston. Whether, under the fourth question, the rule of decision should be the same as if the port of departure had been within a foreign jurisdiction, involves a point of great importance, which it is not necessary to decide, because the destination was falsified.

The master's conduct is, in some respects, inexplicable, if the whole truth as to interests in the profits of the voyage has at this time, even after the latitude of proof which has been allowed, been fairly disclosed. But if these obscurities are disregarded, the case of the vessel may be decided on either of two simple grounds, upon either of which further proof should from the first have been disallowed. She should be condemned, both because her destination was falsified at the port of departure, and because the master, in the preparatory examination, made false statements for the purpose of deception as to the ownership of the cargo.

119 The indulgence which in matters of practice has, in the earlier stages of the present hostilities, been extended in all cases of maritime capture, has in this case, perhaps, been extended rather too far in disregarding the defects

in the test oath of the alleged owners of the vessel. The entry of the decree condemning her will be postponed for a few days, if they desire to file a supplementary test oath to go up in case of an appeal.

As to the cargo, the transactions in which Messrs. Williams and Parmelee were concerned, require more satisfactory explanations than have been offered or sustained. The claim of Mr. Williams for the tar and rosin, and a portion of the spirits of turpentine, cannot be allowed. But, in rejecting it, I ought not at once to condemn the subjects of it. The bills of lading for this part of the cargo describe the shipper as agent of the Liverpool consignees. This indicates an ownership in parties who, according to the rule of proceeding, are allowed a year to prosecute their claim. Their ownership was moreover affirmed by the master in the preparatory examination. However this may have been contradicted by his own subsequent affidavit, and by the further proof which has been adduced on behalf of Mr. Williams, the contradiction does not affect these absent parties, or shorten the time of a year, which is allowed to parties not incapable of claiming.

The shipments of tobacco are, according to the respective bills of lading, for the account of other parties in England, to whom the like delay should be extended. The particular distinctions in the facts are attended with no such difference as excludes the application of the rule of practice. The claim interposed by the captain on behalf of other parties, who are probably the true owners of the tobacco, is rejected. They are parties incapable of any standing in this court as claimants. But its rejection, as in the other case, does not affect other parties, who are as yet unrepresented, however improbable it may seem that they will ever appear as claimants.

120 The several shipments of spirits of turpentine, which are not included in the claim of Mr. Williams, have been claimed by the master on behalf of the respective owners. They are parties who can have no standing in court as claimants. These claims are rejected, and the subjects of them condemned. But as the vessel is of alleged foreign ownership, and the cargo has not been unladen, the decree of condemnation will not be entered as to any part of it until the formal condemnation of the vessel.

On all the questions of the case I have prepared a fuller opinion, which may, perhaps, be filed hereafter,

UNITED STATES, *Eastern District of Pennsylvania:*

I certify the following to be a true and faithful copy of the record and proceedings of the district court of the United States for the eastern district of Pennsylvania in a certain cause of prize therein lately depending, wherein the United States of America were the libellants, against the brig Herald, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, captured by the United States ship St. Lawrence, one of the Atlantic naval squadron.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said court, at Philadelphia, this fifth day of April, A. D. 1862, and in the eighty-sixth year of the independence of the said United States.

G. R. FOX,
Clerk of the District Court U. S.

121 Afterwards, to wit, on the seventeenth day of October, A. D. 1862, the claimants, by their proctor, file the affidavits of David R. Huntley, Jedediah E. Newcomb, and John B. North, which, being read, are in the words and figures following, to wit:

PROVINCE OF NOVA SCOTIA, *County of Hants:*

[SEAL.] On the first day of September, in the year one thousand eight hundred and sixty-two, before me, the subscriber, John W. Ouseley, a notary public by royal authority, duly admitted and sworn at Windsor, in the county of Hantz, personally came and appeared David R. Huntley, who, having first been sworn, doth depose and say, as follows:

That he is aged about 32 years; that he was born at Cornwallis, N. S., and is now, and has been for the last 32 years, a British subject, and has never taken the oath of allegiance to any foreign power.

That he is the registered owner of $\frac{13}{64}$ths of the brig Herald, now lying at the port of Philadelphia, in the State of Pennsylvania, which said brig was built at Hantsport, in the province of Nova Scotia, in the year 1854, by John B. North, who is the registered owner of $\frac{17}{64}$ths of the said brig.

122 The said John B. North sold and disposed of $\frac{13}{64}$ths of the whole of said brig to one Kendall Holmes, and of other $\frac{13}{64}$ths thereof to one Jedediah E. Newcomb, and of other $\frac{8}{64}$ths thereof to one Gordon Eaton, and of other $\frac{13}{64}$ths thereof to this deponent, retaining to himself the remaining $\frac{17}{64}$ths thereof.

Deponent further saith, that the said brig Herald was launched on the twenty-fifth day of October, in the year 1854, and since that date he has uninterruptedly continued to be and is now the only sole and exclusive legal and beneficial owner of the whole $\frac{13}{64}$ths of said brig, so sold to him as aforesaid. And deponent further says, that in the spring of the year 1860, the said Gordon Eaton transferred his said $\frac{8}{64}$ths interest to one John Toye, who then was and is now a subject of the Queen of Great Britain, and whose residence is Hantsport, in the county of Hants.

That said transfer was and is now registered at the office of the registrar of shipping, at Windsor, in the county of Hants, at which said place said brig was originally and is now registered.

And deponent further says, that he has been informed and believes that the said Kendall Holmes (at some date prior to that on which the said brig

123 started on the voyage on which she was captured) sold for value and received the consideration for a portion of his interest in said brig, that is to say, $\frac{5}{64}$ths of his said $\frac{13}{64}$ths interest in said brig, to one David R. De Wolf, formerly of Nova Scotia, but now doing business in the city of New York, in the United States of America; but this deponent has been informed and believes that no bill of sale therefor was ever executed, but that the said David R. De Wolf has continued to be and is the owner thereof, and is entitled to a bill of sale. And deponent further says, that the whole of the said brig is now owned by the following persons named exclusively, in the proportions set opposite their respective names, that is to say: The said Jedediah E. Newcomb, who is a resident of Hantsport, and a subject of the Queen of Great Britain, owns $\frac{13}{64}$ths thereof; the said John Foye owns $\frac{8}{64}$ths thereof; the said Kendall Holmes, who is a resident of Hantsport, and a subject of the Queen of Great Britain, owns $\frac{8}{64}$ths thereof; the said David B. De Wolf owns $\frac{5}{64}$ths thereof; the said John B. North, who is a subject of the Queen of Great Britain, and a resident of Hantsport, owns $\frac{17}{64}$ths thereof, and this deponent owns the remaining $\frac{13}{64}$ths thereof.

124 And deponent further says, that no other party, person or persons, than those herein named, were ever from the said date of launching said brig until the present time legally or beneficially interested in said brig, nor were nor was any or either of their interests at any time other than as herein stated transferred, nor did they, nor any nor either of them, hold any such, nor any other interest in said brig in trust for any other party or person, but have been always exclusively, legally, and beneficially interested therein as aforesaid.

Deponent further says, that he believes that the said Kendall Holmes and John Foye are familiar with the facts hereinbefore set forth, and would depose to the truth of the same, but they are now both at sea on a long voyage, and for this reason only their affidavit to said facts cannot be obtained.

DAVID R. HUNTLEY.

Sworn to before me at Windsor, in the county of Hants, by the said David R. Huntley, on this 1st day of September, A. D. 1863.

JOHN W. OUSELEY,
Notary Public.

125 PROVINCE OF NOVA SCOTIA, *County of Hants:*

[SEAL.] On this first day of September, in the year of our Lord one thousand eight hundred and sixty-two, before me, John W. Ouseley, a notary public, by royal authority, duly admitted and sworn at Windsor, in the county of Hants, personally came and appeared Jedediah Ells Newcomb, who, having been first duly sworn, doth depose and say, as follows: That he is aged about 32 years; that he was born at Cornwallis, N. S., and is now, and for the last 32 years has been, a British subject, and has never taken the oath of allegiance to a foreign power.

That he is the registered owner of $\frac{13}{64}$ths of the brig Herald, now lying at the port of Philadelphia, in the State of Pennsylvania, which said brig was built at Hantsport, in the province of Nova Scotia, in the year 1854, by John B. North, who is now the registered owner of $\frac{17}{64}$ths of said brig. That the said John B. North sold and disposed of $\frac{13}{64}$ths of the whole of said brig to one David R. Huntley, and of other $\frac{13}{64}$ths thereof to one Kendall Holmes, and of other $\frac{13}{64}$ths thereof to this deponent, and of other $\frac{8}{64}$ths thereof to one Gordon Eaton, retaining to himself the remaining $\frac{17}{64}$ths thereof.

Deponent further saith, that the said brig Herald was launched on the
126 twenty-fifth day of October, in the year 1854, and since that date he has uninterruptedly continued to be, and is now, the only sole and exclusive legal and beneficial owner of the whole $\frac{13}{64}$ths of said brig, as sold to him as aforesaid.

And deponent further says, that in the spring of the year 1860, the said Gordon Eaton transferred his $\frac{8}{64}$ths interest in said brig to one John Toye, who then was, and is now, a subject of the Queen of Great Britain, and whose place of residence is Hantsport, in the county of Hants, aforesaid. That said transfer was and is now registered at the office of the registrar of shipping at Windsor, in the county of Hants, at which place said brig was originally and is now registered.

And deponent further says, that he has been informed and verily believes that the said Kendall Holmes (at some date prior to that on which said brig started on the voyage on which she was captured) sold for value, and received the consideration for a portion of his interest in said brig, that is to say, five sixty-fourths of his said $\frac{13}{64}$ths thereof, to one David R. De Wolf, formerly of Nova Scotia, but now doing business in the city of New York, in the United States; but this deponent has been informed and believes that no bill of
127 sale therefor was ever executed, but that said David R. De Wolf has continued to be and is the owner thereof, and is entitled to a bill of sale.

And deponent further says, that the whole of the said brig is now owned by the following persons named, exclusively, in the proportions set opposite their respective names, that is to say: The said David R. Huntley, who is a resident of Nova Scotia, and a subject of the Queen of Great Britain, owns $\frac{13}{64}$ths thereof; the said John Toye owns $\frac{8}{64}$ths thereof; the said Kendall Holmes, who is a resident of Hantsport, and a subject of the Queen of Great Britain, owns $\frac{8}{64}$ths

thereof, and the said David R. De Wolf owns $\frac{5}{64}$ths thereof; the said John B. North, who is a British subject, owns $\frac{17}{64}$ths thereof, and this deponent owns the remaining $\frac{13}{64}$ths thereof.

And deponent further says, that no other party, person or persons, than those herein named, were ever from the said date of launching said brig until the present time legally or beneficially interested in said brig, nor any part thereof, nor were nor was any or either of their interests at any time otherwise than as herein stated transferred, nor did they, nor any or either of them, hold any such or any other interest in said brig in trust for any other party or person, but have
128 been always exclusively, legally, and beneficially interested therein, as aforesaid.

Deponent further says, that he believes that the said Kendall Holmes and John Toye are familiar with the facts hereinbefore set forth, but they are now both at sea on a long voyage, and for this reason only their affidavits to said facts cannot be obtained.

J. E. NEWCOMB.

Sworn to before me at Windsor, in the county of Hants, by the said Jedediah E. Newcomb, on this day of September, A. D. 1862.

JOHN W. OUSELEY,
Notary Public.

129 PROVINCE OF NOVA SCOTIA, *County of Hants:*

On this thirtieth day of August, 1862, before me, the subscriber, John [SEAL.] W. Ouseley, a notary public, by royal authority, duly admitted and sworn, personally appeared John B. North, who having been by me first duly sworn according to law, doth depose and say: That he is now aged about thirty-six years; that he was born at Cornwallis, Nova Scotia, and is now and has for the last thirty-six years been a subject of the Queen of Great Britain, and has never taken the oath of allegiance to any foreign power; that he built the brig Herald, now lying at the port of Philadelphia, in the State of Pennsylvania, claimed to be a prize of war, and of which brig William Folker was late master. That said brig was built at Hantsport, in the province of Nova Scotia, in the year eighteen hundred and fifty-four, and was
130 launched on the twenty-fifth day of October in that year. That this deponent being then the owner of the whole of said brig, sold and disposed of $\frac{13}{64}$ths of the whole thereof to one Kendall Holmes, and of other $\frac{13}{64}$ths thereof to one David R. Huntley, and of other $\frac{13}{64}$ths thereof to Jedediah E. Newcomb, and of other $\frac{8}{64}$ths thereof to Gordon Eaton. This deponent retained to himself the remaining $\frac{7}{64}$ths thereof. Deponent further says, that from the said date of launching said brig he has uninterruptedly continued to be, and is now, the only sole and exclusive legal and beneficial owner of the whole $\frac{17}{64}$ths of said brig, so retained by him, as aforesaid.

And deponent further says, that in the spring of the year 1860, the said Gordon Eaton transferred his said $\frac{8}{64}$ths interest in said brig to one John Foye, who then was and is now a subject of the Queen of Great Britain, and whose place of residence is Hantsport, in the county of Hants. That said transfer was and is now registered at the office of the registrar of shipping, at Windsor, in the county of Hants, at which place said brig was originally and is now registered.

131 And deponent further says, that he has been informed and believes that the Kendall Holmes (at some date prior to that on which the said brig started on on the voyage on which she was captured) sold for value and received the consideration for a portion of his interest in said brig, (that is to say, five sixty-fourths of his said $\frac{13}{64}$ths thereof,) to one David De Wolfe, formerly of

Nova Scotia, but now doing business in the city of New York, in the United States; but this deponent has been informed and believes that no bill of sale thereof was ever executed, but that said De Wolf has continued to be and is the owner thereof, and entitled to said bill of sale.

And deponent further says, that the whole of said brig is now owned by the following named persons exclusively, in the proportions set opposite their respective names hereunder, that is to say: The said David R. Huntley, who is a resident of Nova Scotia, and a British subject, owns $\frac{13}{64}$ths thereof; the said John Toye owns $\frac{8}{64}$ths thereof; the said Kendall Holmes, who is a resident of Hantsport, and a subject of the Queen of Great Britain, owns $\frac{8}{64}$ths thereof; the said David R. Re Wolf owns $\frac{5}{64}$ths thereof; the said Jedediah E. Newcomb, (who is
a subject of the Queen of Great Britain and a resident of Nova Scotia,)
132 owns $\frac{13}{64}$ths thereof, and this defendant owns the remaining $\frac{17}{64}$ths thereof.

And deponent further says, that no other party, person or persons, than those herein named, were ever, from the said date of launch said brig until the present time, legally or beneficially interested in said brig, or any part thereof, nor were or was any or either of their interests at any time otherwise than as herein stated; nor did they, or any or either of them, hold any such or any other interest in said brig in trust for any other party or person, but have been always exclusively, legally and beneficially, interested therein, as aforesaid.

Deponent further says, that he believes that the said Kendall Holmes and John Toye are familiar with the facts hereinbefore set forth, but they are now both at sea, on a long voyage, and for this reason only their affidavits to said facts cannot now be obtained.

J. B. NORTH.

Sworn to before me, at Windsor, in the county of Hantz, by the said John B. North, on this 30th day of August, A. D. 1863.

JOHN W. OUSELEY,
Notary Public.

133 Afterwards, to wit, on the eighteenth day of October, A. D. 1862, a final decree is pronounced in the words following, to wit:

The brig Herald and cargo.

In the circuit court of the United States for the eastern district of Pennsylvania, upon the appeal of William Folker, claimant on behalf of David R. Huntley, John Toye, John B. North, Jedediah Newcomb, Kendall Holmes, and David R. De Wolf, alleged owners of the said brig Herald, the appeal of the said Folker, claimant of a portion of the cargo of the said brig on behalf of the alleged owners thereof, and the appeal of William Williams, claimant of the residue of the said cargo from a decree of the district court.

The said vessel having been captured on the high seas by the United States man-of-war St. Lawrence, and brought into the said district for adjudication, and certain proceedings in the said district court having been instituted at the suit of the United States for the condemnation of said vessel and cargo as prize, and the said appellants having intervened therein as claimants of the said vessel and
cargo, praying restitution of the same respectively, and it appearing to
134 the said district court that the said vessel and a portion of the said cargo, to wit, 655 barrels of spirits of turpentine (claimed by the said Folker) belonged at the time of the capture and seizure thereof to the enemies of the United States, the same were by the said district court condemned as lawful prize of war; and it further appearing to the said district court did further reject the claims for the said residue of the said cargo.

And the said claimants prosecuted their said appeals to this court, which ap-

peals having been duly allowed, and the said cause brought into this court, it was heard and argued by the respective advocates on behalf of the United States and of the said appellants and claimants; and it appearing from the proofs and papers in the said cause that the said vessel and the said 655 barrels of turpentine, portion of the cargo aforesaid, belonged to the enemies of the United States at the time of the capture aforesaid, this court was of opinion that the said vessel and the said 655 barrels of turpentine were confiscable and liable to condemnation, and on the 18th day of October, 1862, did pronounce and adjudge the said vessel and turpentine to have belonged at the time of the capture aforesaid to the enemies of the United States, and to be as such, or otherwise, sub-
135 ject and liable to condemnation, and did, on the eighteenth day of October, in the year 1862, condemn the said vessel and the said 655 barrels of turpentine as lawful prize of war.

And as to the decree of the said district court rejecting the said claims for the said residue of the said cargo, consisting of other spirits of turpentine, rozin, tar, and tobacco, this court did, on the said eighteenth day of October, 1862, affirm the same, in the manner and form as the same was by the said district court pronounced.

And it appearing, further, that the said district court did afterwards condemn the said last-mentioned spirits of turpentine, rosin, tar, and tobacco, as the properties of enemies of the United States, more than a year having elapsed since the institution of the said proceedings, and no claim other than the claims by the said court rejected having been interposed for the same, and the said claimants and appellants having appealed to this court from the said decree of condemnation, this court did, on the said day of October, 1862, affirm the said decree of condemnation in manner and form as the same was by the said
136 district court pronounced.

Witness the Hon. Robert C. Grier, justice of the Supreme Court of the United States, and judge of the circuit court aforesaid, on the day and year last aforesaid.

(Signed,) R. C. GRIER,
Assoc. Just. S. C. U. S.

Whereupon, afterwards, to wit, on the twenty-eighth day of October, A. D, 1862, the said claimants, by their proctor, prays leave to appeal from the said decree to the Supreme Court of the United States, at the city of Washington, which said appeal, upon security being given, is allowed.

And thereupon security is duly entered and approved.

137 UNITED STATES,
Eastern District of Pennsylvania, ss:

I certify the foregoing to be a true and faithful copy of the record and proceedings in the circuit court of the United States for the eastern district of Pennsylvania, in the third circuit, in a certain cause of prize therein lately depending, wherein the United States of America were libellants against the brig Herald, her tackle, apparel, and furniture, and the goods, wares, and merchandise laden on board thereof, captured by the United States ship St. Lawrence, one of the Atlantic naval squadron.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, at Philadelphia, this twenty-sixth day of Sep-
[L. S.] tember, A. D. 1863, and in the eighty-eighth year of the independence of the said United States.

BENJ'N PATTON,
Clerk Circuit Court.

Appeal allowed ten days after judgment
Record certified from C. C. as of 26th Oct 63

SUPREME COURT OF THE UNITED STATES.

No. 92.

THE BRIG "HERALD," D. R. DE WOLF, &c., CLAIMANT FOR APPELLANT,

ads.

THE UNITED STATES, APPELLEE.

POINTS FOR CLAIMANTS ON APPEAL.

BEEBE, DEAN & DONOHUE,
For Appellants.

Supreme Court U. S.

Brig "Herald," David R. De Wolf,
Claimant, &c.,
Appellant,
agst.
The United States,
Appellee.

Points on Appeal for Claimant.

This vessel was an English vessel (fols 8, 9, 10), owned by British subjects (fols. 52, 53, 17). She sailed from Boston (log book, fols. 60, 21–22) last of May or first of June (log book, page 61) for Beaufort, if not blockaded (fol. 21), the charter being subject to this condition (fol. 21). The vessel cleared for Turk's Island, so that if Beaufort was blockaded, she might go direct there.

He went to Beaufort; did not steal in; found no blockade (fol. 22); saw no blockader (fols 45, 55, 6, 59, 64.

The log book had been openly kept for Beaufort, pp. 60–61, &c. It was only when the vessel was 175 miles from Beaufort that she was taken, and then not by a blockader, and this only an accidental meeting. When the vessel went in, there was a Federal collector at Beaufort (fol. 23). The capture was made three days after the act of July 13, 1861, was passed-

The vessel and cargo was condemned as enemies' property.

First.—At the time the vessel started from Boston, and when she loaded at and started from Beaufort, intercourse with the South was permitted and legitimate, except to blockaded ports.

This continued so not only until Congress met, but they, on July 13, 1861, led all parties, by the terms of the act of that date, to suppose it would continue until the President should declare what parts are in rebellion; this he did not do until August 16, 1861.

Second.—As to foreigners, a perfect right existed (except in the carriage of contraband) to trade with all ports of the south except those actually blockaded. (See Upton.)

Third.—No paper blockade, or mere declaration of blockade, is sufficient to establish one; the party undertaking to make a blockade must have the power, and use it, to make it effective; no trap should be allowed. Here the vessel had gone in and out, and then only saw a vessel of the United States (evidently not a blockader) 175 miles at sea.

The proclamations all say, a blockade *will be established;* at the time, we had not the force to do it, and the notice to be given, certainly, if nothing else, looked to the fact of parties trading with the ports until it was effected by actual presence of vessels.

Fourth.—The clearance at Boston for Turk's Island is by no means cause of forfeiture against us.

1. No matter what the intent was, she did go to Beaufort

loaded, and came out. If there was no blockade, no offence or crime was committed.

2. Her log-book was openly kept all the passage for Beaufort. It is clear, if the party was, or thought he was, violating a blockade, he would not have carried this certificate, the first to be looked for by any cruiser. With him it is the very best evidence of the fact that there was no blockade.

3. Clearing from Boston, under the circumstances, for Turk's Island, was not improper, if the United States had succeeded in blockading Beaufort. She would have to go to Turk's Island.

Fifth.—The vessel was clearly entitled to notice. No actual blockade, effective in its nature, was established. The proclamation only said it would be, and then a warning was to be given. This is not any case where notice existed. If it did, under the other circumstances, she would be entitled to notice.

6 Cranch, 29.

Sixth.—No suppression or falsification of papers or real destination is in fact attempted.

1. All the papers showing her real destination she carried with her.

2. Her log-book (begun in Boston) she kept openly for Beaufort.

2. The vessel having gone to Beaufort, the question of where she cleared, is of no importance.

Seventh.—We submit, that the vessel here is a British vessel, not having committed any illegal act; that the property is that either of foreigners, or persons residing at, or loyal to, the North, and not subject to condemnation.

That the decree should be reversed.

C. Donohue,
For Applts.

Capture 16 July 61
Voyage Barton to Turks Island, but to go with Beaufort, N C if not Blockaded

In the Supreme Court of the United States.

DECEMBER TERM, 1865.

In Prize.

THE BRIG HERALD AND CARGO, William Folker, claimant on behalf of David Huntley and others, and William Williams, claimant of part of the cargo, appellants,
vs.
THE UNITED STATES, appellee.

No. 92.

APPEALS FROM THE DECREE OF THE CIRCUIT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

BRIEF FOR THE UNITED STATES.

JAMES SPEED,
Attorney General.
J. HUBLEY ASHTON,
Assistant Attorney General.

In the Supreme Court of the United States.

DECEMBER TERM, 1865.

In Prize.

THE BRIG HERALD and cargo, William Folker, claimant, on behalf of David Huntley and others, and William Williams, claimant of part of the cargo, appellants, *vs.* THE UNITED STATES.	No. 92.

APPEALS FROM THE DECREE OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The brig Herald and cargo were captured as prize of war by the United States steamer St. Lawrence, on the morning of the 16th of July, 1861. The capture was effected on the high seas off the coast of North Carolina. in latitude 35° 42′, longitude 74° 8′ west. The vessel and cargo having been sent to the port of Philadelphia for adjudication were there libelled in prize on August 6, 1861.

The following claims were afterwards allowed to be filed:

1. Claim to the vessel by David R. De Wolf, a resident of the city of New York, alleging that he and John B. North, Kendall Holmes, Jedediah Newcomb, John Toye, and David Huntley, respectively, British subjects, resident in the province of Nova Scotia, were, at the time of her capture, the sole owners of the vessel. This claim was filed September 3, 1861. (Record, p. 4.)

2. Claim for the vessel by William Folker, master of the Herald, in addition to and confirmatory of the claim of De Wolf, and alleging the same ownership. It averred that fifty-nine sixty-fourths of the vessel were of British ownership, and that the remaining five sixty-fourths were owned by David R. De Wolf, of New York. This claim was filed September 27, 1861. (Record, p. 5.)

3. Claim for 655 casks of spirits of turpentine, (part of

the cargo,) by William Folker, master, on behalf of North Carolina owners of the said property, and also for the shipments of tobacco, constituting part of the cargo, on behalf of the North Carolina consignors thereof. This claim was filed October 21, 1861. (Record, p. 9.)

4. Claim for 294 barrels of spirits of turpentine, 6 half barrels of same, 329 barrels of tar, and 191 barrels of rosin, (constituting the residue of the said cargo,) by William Williams, of the city of New York, charterer of the vessel, on his own behalf, as the lawful and sole owner of the said property. Mr. Williams's claim was filed October 31, 1861. (Record, p. 17.)

The district court, on February 8, 1862, condemned the vessel, and the 655 casks of turpentine claimed by Folker, the master, on behalf of North Carolina owners, and rejected the master's claim, on behalf of the North Carolina shippers, for the tobacco, as well as Williams's claim for the barrels of turpentine, the tar, and the rosin.

As to the vessel the court said:

"*She should be condemned both because her destination was falsified at the port of departure, and because her master, in the preparatory examination, made false statements for the purpose of deception as to the ownership of the cargo.*"

With respect to the 655 casks of turpentine, the court said:

"*The several shipments of turpentine, which are not included in the claim of Mr. Williams, have been claimed by the master, on behalf of the respective owners. They are parties who can have no standing in court as claimants. These claims are rejected, and the subjects of them condemned.*"

With respect to the *turpentine, tar, and rosin,* claimed by Williams, the Court said:

"*The claim of Mr. Williams for the tar and rosin and a portion of the spirits of turpentine cannot be allowed. But, in rejecting it, I ought not to condemn the subjects of it. The bills of lading for this part of the cargo describe the shipper as agent of the Liverpool consignees. This indicates an ownership in parties who, according to the rule of proceeding, are allowed a year to prosecute their claim.*"

The Court said, respecting the *tobacco* claimed on behalf of the North Carolina shippers by the master:

"*The shipments of tobacco are, according to the respective bills of lading, for the account of other parties in England, to*

whom the like delay should be extended. The claim interposed by the captain on behalf of other parties, who are probably the true owners of the tobacco, is rejected." (*See Record, pp.* 65, 66.)

No claims having been interposed, within the year, allowed in such cases, by any neutral persons, for the turpentine, tar, and rosin, embraced in Williams's claim, or for the tobacco embraced in the master's claim, the district court finally condemned those subjects.

The respective claimants having appealed to the circuit court from these sentences, that court, on October 18, 1862, did affirm the decrees, and pronounced for the condemnation of the vessel and cargo. (Record, pp. 70, 71.)

From this decree the respective claimants were allowed the present appeals to this court.

It is contended, on behalf of the United States, that the decree of the circuit court, condemning the vessel and cargo, should be affirmed on the following grounds:

I. That the vessel and cargo were liable to condemnation for breach of the blockade of Beaufort, North Carolina.

II. That the vessel was liable to seizure on July 16, 1861, and was subject to condemnation for sailing, on her primary destination to Beaufort, after the notification of the intended blockade of the ports of North Carolina, by the President's proclamation of April 19, 1861, from a port of the United States for a port of North Carolina, independently of any question of the actual blockade of that port.

III. That the vessel was subject to condemnation for sailing, after the said notification, under a charter-party for a voyage from Boston to Liverpool by way of Beaufort, with a falsified clearance, representing a fictitious destination from Boston to Turk's island.

IV. That the vessel was confiscable because of the conduct of the master in knowingly making false statements as to the ownership of the cargo in the preparatory examination.

V. That the entire cargo of the "Herald" was the property of enemies of the United States, and, as such, subject to condemnation.

HISTORY OF THE VESSEL AND VOYAGE.

The brig "Herald," a Nova Scotia built, and originally a wholly Nova Scotia owned vessel, arrived at Boston on or about May 20, 1861. A state of war existed on that day, as this court has already determined, between the United States and the insurgent people of certain States, one of which was North Carolina. She carried a British register and a British flag. A portion (five sixty-fourths) of her was owned, however, by a Mr. David R. De Wolf, a merchant of New York. This interest, acquired in 1854, was never registered, nor was it evidenced by any proprietary document. (Record, pp. 6, 69, 70.)

On May 24, 1861, while lying in Boston harbor, the vessel was, as alleged, chartered, through the master, to a Mr. William Williams, a citizen of the United States and a resident merchant of New York, for a voyage from Boston to Beaufort, North Carolina, and thence to Liverpool. Whether the real interest in the charter-party was owned by Williams or Charles Parmlee, of North Carolina, is one of the questions in the case. (Record, p. 56.) Three copies of the charter appear to have been executed by the master. No one of them, however, was on board the vessel at the time of the capture. (Record, p. 12.)

Having effected this charter with Williams at New York, the master returned to Boston, and cleared his vessel at the custom-house there for Turk's Island. "The reasons why I cleared for Turk's Island," says the master in one of his affidavits, "were that I did not wish my crew to know that I intended to go to a southern port; and I also designed, in case I found Beaufort blockaded, to go next to Turk's Island for a cargo." (Record, p. 12.)

The true reason for this falsification of the clearance undoubtedly was, that the projected voyage being in fraud of the blockade of the ports of North Carolina, the vessel would not have been permitted to clear for Beaufort by the custom-house authorities at Boston. It was probably further to conceal the intended destination to Beaufort that no one of the three copies of the charter-party was retained by the master on board of the vessel.

With this false clearance on board, the "Herald," on the 25th of May, set sail from Boston, without cargo, and ar-

rived at Beaufort on the morning of the 10th of June. The master immediately reported his arrival to a Mr. Charles Parmlee, of Goldsboro', and delivered to him a sealed letter which he had received in New York from Mr. Williams, the charterer. (Record, p. 12.) This letter was not in evidence in the court below. Williams swears that he did not retain a copy of it. (Record, p. 18.) Its contents, however, we will probably find little difficulty in determining, when we come to examine critically the proofs in the case. It is only desired now to state the fact that, under the direction of this person, Charles Parmlee, and his brother, Nelson Parmlee, (supercargo, as we believe,) the merchandise embraced in the respective bills of lading was shipped on board of the "Herald," a portion of it consigned by Charles Parmlee, as "*agent*," to the consignees of the vessel, Potter Brothers, of Liverpool, and the rest consigned by various shippers of Newbern, Wilmington, Beaufort, and Petersburg, to the firms of Fraser, Trenholm & Co., and W. A. and G. Maxwell & Co., of Liverpool. (Record, p. 16.)

The "Herald" sailed from Beaufort on the 14th of July, 1861, with Nelson Parmlee on board, ostensibly as a passenger, but really, as we will see, as the supercargo of the vessel, and on the 16th of July was captured about eight miles north of Cape Hatteras, by the United States steamer St. Lawrence, a member of the Atlantic blockading squadron under flag-officer Stringham. (Record, p. 27.)

I.

Breach of the Blockade of Beaufort.

This is the first ground on which we urge condemnation of the *vessel* and *cargo*. We refer now to her *egress* from Beaufort. It will be important, under another head of the argument, to consider the true character to be attributed to this vessel in a court of prize, and her precise legal relation, under the circumstances which surrounded her, to the blockade of the southern ports. That in one aspect of her case she was a neutral vessel, will not be denied. She carried a British flag and sailed under the authority and protection of the British law. But that in another aspect of her case, as it is presented to this

court, she is liable to answer in the qualified character of an American vessel, seems also to be clear, under the fundamental principles of the prize jurisprudence. Partly owned in the city of New York, and lying in the harbor of Boston, she was chartered by a resident merchant of the former city, a citizen of the United States, to make a voyage involving two violations of a blockade proclaimed and established more than thirty days previously by this government. Thus owned and thus chartered, she set out from a port of the blockading country upon her illegal enterprise. We take it that, under these circumstances, considering the character of the actual ownership of the vessel, thus partly American, the fact that she was under charter to a citizen of the United States, the fact that when thus chartered she was lying within the jurisdiction of this country, and the further fact that her voyage in prosecution of the illegal object began from a port of the United States, a court of prize would be fully justified in holding that with respect to the particular voyage in question, this vessel is to be considered as in effect divested of her neutral character. In this view, the blockaded ports on the southern coast were sealed against her by the President's proclamations. The blockade was legally effective, *as to her*, from the time of its notification. She was bound to respect it, whether actually maintained by an adequate force or not. This view will perhaps be more fully presented when we come to consider the *second* ground of condemnation in the case of the *vessel.*

We propose now to consider her in the character of a neutral vessel, and to inquire whether, under those principles of the law of nations which define the rights and liabilities of neutrals with respect to a maritime blockade, she and her cargo are not confiscable for a violation of the blockade of Beaufort when she sailed out of that port on the 14th of July, 1861.

That previously to, and at the time of the sailing of the Herald from Beaufort, that port was under valid and effective blockade ; that this fact was known to the master, as well as the shippers and owners of the cargo ; and that the vessel was captured *in delicto*, in the act of coming out of the blockaded port, with a cargo laden after the commencement of the blockade, are propositions which we suppose to be irrefutable under the evidence in the cause.

1st. *The blockade was effective.*

The doctrine has received the sanction of the English High Court of Appeals, and we believe, also, it was approved by the decision of this court in the Prize Cases of 1862, that the declaration of the naval commander of a blockading squadron that the force employed for the maintenance of the blockade was adequate to the purposes intended, will constitute, of itself, sufficient ground on which to pronounce judicially in favor of the effectiveness of the blockade, and that such a declaration, unless opposed and overthrown by conflicting evidence, ought to be regarded as conclusive in a Court of Prize.. The *Nancy*, decided by the Lords Commissioners of Appeals, in 1809, is the case to which we refer as declaring this doctrine. (1 Acton, 65.) The question there was as to the actual blockade of Trinity when the Nancy sailed out of that port. The vice-admiralty court restored her on the ground that there was then no actual blockade of Trinity. The sentence would appear to have been correct under the evidence before the inferior court. In the court of appeals, however, the declaration of the commander on the station was introduced, and that was considered by the court as alone constituting a sufficient ground on which to form their judgment.

The opinion of Sir William Grant was as follows:

"*As it appears the commander on that station considered the force employed completely adequate to the service required to be performed, we feel it necessary to rely on his judgment, and condemn the vessel as prize to the captors.*"

Dr. Lushington, in the causes before him, arising out of the British investment of the coast of Courland in 1854, not only acted upon the doctrine of the adequacy and *conclusiveness*, in certain cases, of the declaration of the naval officer charged with the maintenance of a blockade, but he also declared that his own opinion was entirely concurrent with that of Sir William Grant, in the case of the "*Nancy.*"

"I am fully of opinion," he said, "that if the declaration of the commander-in-chief on a station, that the blockading squadron is adequate for the purposes intended, is not met by conflicting evidence, it ought to be received as conclusive." (Deane on Blockade, 92.)

This court is advised that, on the 27th of April, 1861, the President announced, by proclamation of that date, that an efficient blockade of the ports of Virginia and North Carolina would be established, (12 Stat., 1259;) and is also advised that, on the 30th of April, Commodore Pendergrast announced and notified "*all whom it may concern,*" that he *then had a sufficient naval force for the purpose of carrying out the President's proclamation.*

We have, then, the public, solemn, official declaration of the naval officer in command of the squadron charged with the duty of making effective the blockade of the coast embraced in the President's proclamation, that, on April 30, 1861, the naval force under his command was sufficient to maintain "*an efficient blockade of the ports of Virginia and North Carolina.*"

Now, this court has already adjudicated upon precisely the same view of the effect of that proclamation, as was taken of similar declarations by naval commanders in the case before Sir William Grant, and the cases before Dr. Lushington. In the case of the "*Hiawatha,*" (2 Black, 676,) the question for decision was as to the time when the blockade of Richmond became effective. The court resorted to the proclamation of Commodore Pendergrast, and accepted *it* as conclusive evidence to show that "the blockade was effective on the 30th of April." The judgment of the court, on that point, was founded exclusively on the proclamation. There was no other evidence before it. Thus it would seem the doctrine of this court is entirely concurrent with that of the highest courts of prize in England, in respect to the legal effect of such a declaration as that of Commodore Pendergrast, by a naval officer in his situation.

The court would be entitled, therefore, to determine on the evidence of the proclamation of Commodore Pendergrast alone, that the blockade of the ports of North Carolina became a good international blockade on the 30th of April, 1861. It will be presumed to have continued valid and effective from that time to the date of the capture of the "Herald," unless there is controlling evidence before the court to the contrary.

We contend, then, that the court must *prima facie* consider, from the proclamation of April 30, 1861, that the blockade of the ports of North Carolina was effective on

that day, and continued after that date to be adequately maintained. The question, then, would arise, whether there is any evidence to rebut or overthrow this presumption, and to show that before the "Herald" set sail from Beaufort the blockade had ceased to be effectual. It may be said that the "Herald" herself successfully violated the blockade when she entered Beaufort on the 10th of June, a month before she left that port. But we would ask, in the language of Dr. Lushington, "is a mere violation of a blockade, against the consent of the blockading force, to invalidate it? If such a doctrine as this could be maintained, the right of a belligerent to establish a blockade would become a nonentity. No port can become hermetically sealed." (Deane on Blockade, 105.) Besides, the present claimants can in nowise be permitted to appeal to that act of violation as furnishing any evidence against the effectiveness of the blockade, either in June, when the vessel entered, or in July, when she left Beaufort. Her voyage from Boston to Beaufort was prosecuted under the cover of a voyage to Turk's island. That was her declared destination when she cleared at Boston. If she had been boarded at any point on the sonthern coast by a United States cruiser, not a single document would have been found among her papers showing her actual destination. Not even the charter-party was there to disclose her real object and her genuine voyage. That document was carefully and fraudulently left behind by the master when the false clearance was obtained at Boston. We cannot doubt that the charter was not on board with the connivance of the charterer. The very mariners of the vessel were ignorant of her real destination when she sailed out of Boston. (See affidavit of master, Record, p. 12.) It would be a preposterous pretension that any body connected with her or her voyage can have the right to take advantage, in a court of justice, of the wilful and deliberate fraud by which the "Herald" managed to slip into Beaufort on her way down the coast.

The fact of the effective blockade of Beaufort during the time this vessel was taking in her cargo there, is not only attested by the declaration of the naval commander of the station, but is affirmatively established by other evidence furnished by the present Record.

We call, in this connexion, the court's attention to the

letter of Thos. Duncan & Co., dated Beaufort, July 11, 1861, to Fraser, Trenholm & Co., found on pages 51 and 52 of the Record, in which the writers say to their Anglo-rebel correspondents:

"*There is a great chance here for any English vessel that comes, and can get into this place clear of the federal men-of-war. When they fall in with an English vessel, bound to a southern port, they only order them off, and not let them enter.*"

This letter clearly shows that long before it was written the blockade had become an *institution* there at Beaufort. The "federal men-of-war" were evidently then regarded by these "*full-blooded Southerners*" as dangerous and unwelcome visitors in those waters.

The fact appears, however, that the capture was not made till the "Herald" had proceeded some distance on her voyage. She was two days out from Beaufort at the time of the capture. What effect is to be attributed to this circumstance? The distance of the blockading vessels from the port or coast under investment, it is well settled, is not the test of the efficiency of the blockade. The question is, was the blockade effective; whether the force employed was adequate to the service to be performed, and could so act as efficiently to maintain it? (Deane on Blockade, pp. 94, 95.)

Lord Stowell, in the case of *the Weelvaart*, (2 Rob., 130,) would not permit the consideration that the capture was not made till the vessel had advanced some distance on her voyage, to influence his determination. "I know no other natural termination of the offence," he said, "but the end of the voyage. It would be ridiculous to say, if you can get past the blockading force, you are free; this would be a most absurd application of the principle." The point, then, for consideration, is not the distance of the force from the port under blockade, nor the distance of the place of capture from that port, but whether, at the time of egress, the place was under efficient blockade. On that point there can be no doubt. We think that the evidence, to which we have briefly referred, is abundantly sufficient in law to prove that during the period the "Herald" was engaged in shipping her cargo, and at the time she set sail for Liverpool the blockade of Beaufort was duly and efficiently maintained.

2d. *The knowledge of the parties.*

If the court affirm the first proposition under this head of the argument, a presumption *de juris et de jure* will arise, that the master and shippers of the cargo knew of the blockade. "A vessel being in a blockaded port is presumed," says Mr. Justice Grier, "to have notice of the blockade as soon as it commences. This is a settled rule in the law of nations.' (2 Black, 677.)

In the case of vessels coming out of a port which is the object of a *de facto* blockade, says Lord Stowell, "no notice is necessary after the blockade has existed *de facto* for any length of time; the continued fact is itself sufficient notice. It is impossible for those within to be ignorant of the forcible suppression of their commerce." (The Vrow Judith, 1 Rob., 153.)

3d. *The breach of the blockade.*

The "Herald" probably began loading her cargo on the *third* of July; that is the earliest date upon any of the bills of lading. (Record, p. 50.) If the court should be of opinion that Beaufort was *then* blockaded, the subsequent shipment of the cargo was a fraudulent act, and a violation of the blockade. The rule is well settled, that a neutral ship departing from a blockaded port can only take away a cargo *bona fide* purchased and delivered before the commencement of the blockade. A neutral may retire with a cargo laden previously to the institution of a blockade; but after its commencement he is not at liberty to interpose in any way to assist the exportation of the property of the enemy. (The Vrow Judith, 1 Rob., 152; the Betsey, ib. 93; the Neptunus, ib. 170; the Rolla, 6 Rob., 364.) The doctrine is not peculiar to the English prize law. It has been expressed in nearly the same language by Hautefeuille. That writer says: "The neutral vessel which has entered a port before the blockade can always leave in ballast, or carrying away the goods shipped before the notice; but it cannot, without being guilty of a violation of the law imposed by the conqueror, take on board merchandise after the commencement of the blockade, even although it was purchased before." (Droits des Nations Neutres, tom. 11, p. 216.)

The "Herald" having left Beaufort, as we believe the evidence fully shows, with a cargo laden after the commencement of the blockade, was liable to capture and condemnation, under the fundamental principles heretofore stated of the public law.

II.

Liability of the Vessel to Condemnation for sailing from Boston to Beaufort after the Proclamation of April 19, 1861, whether or not the latter port was, at the time of her thus sailing, under actual blockade.

We contend, secondly, that independently of any question touching the effectiveness of the blockade of Beaufort, the entire property in this vessel is confiscable for sailing, after knowledge of the President's proclamation of April 19, 1861, from a port of the United States with a destination to Beaufort. There can be no question that on the 25th of May, the day she set sail from Boston, everybody connected with the vessel and voyage had actual knowledge of the proclamation. The master and charterer cannot be permitted to aver ignorance of it. The Record, however, shows that they had actual knowledge of it. (Record, pp. 11, 12.) The parties were, therefore, in possession of *conclusive* evidence that on the 25th of May, 1861, a *state of war* existed between the United States and the insurgent people of North Carolina, (2 Black, 670.) They nevertheless, on that day, set upon the prosecution of a voyage having for its immediate and exclusive purpose commercial intercourse with that people. Now, as to the *five sixty-fourths* of the property owned by De Wolf, a resident merchant of New York, there can be no question that *they* are confiscable for illicit trading with the enemy whether Beaufort was blockaded or not. The commencement of a voyage towards a hostile country by a citizen or subject of a belligerent State is an act of illegality which will enure to the condemnation of all property of such ownership engaged in the illegal enterprise. (The Abbey, 5 Rob., 251.) This court in a case of capture made on July 7, 1861, condemned one-third of the vessel, owned in New York, for *illicit trading* with the enemy. (U. S. *vs.* Hallock, claimant of bark Pilgrim, Dec. T., 1863, No. 113.)

We contend that, under the circumstances of the voyage from Boston to Beaufort, the rule of adjudication with respect to the *remaining* shares, claimed to be of British ownership, should be the same as if they were of American ownership.

Whether under the laws of nations a subject and resident of a neutral country is at liberty to employ his property in trade with the enemy of a belligerent State from places within the jurisdiction of that State with the same freedom and immunity as from places within the jurisdiction of his own country, is a question which, in this simple, abstract form, may not arise in the presenct ease, bcause we contend that the alleged Nova Scotia owners of this vessel, by reason of the employment in which they engaged her, the purpose for which they consented she should engage in the employment she was prosecuting at the time of her capture, and the circumstances under which it was prosecuted. have forfeited, in the eye of the prize law, all right to claim restitution of their interest in her as neutral property. While lying within the jurisdiction of the United States, and partly owned by one, whatever may have been the place of his birth, whose national character, by reason of domicil and trade, was American, she was placed by these owners, through their agent, the master, in the exclusive possession, and under the absolute control, of a citizen of this country for the prosecution of a voyage unlawful and criminal as respected him, and for the purpose of covering and protecting his illegal traffic—traffic which would have subjected all property of his found in the same predicament to seizure and confiscation.

The situation and employment of this vessel, with respect to the voyage in question, impose upon her a character different from that of the actual ownership. They incorporate her into the trade of this country, and convert her, in the view of the prize court, into a *quasi* American ship. When we consider her in this light, and also remember the *purpose* at the bottom of the proceeding, namely: to enable a citizen of this country to accomplish through her an object which he could not effect by means of any property of his own without subjecting it to the penalty of confiscation, there can be little doubt that, upon well-established doctrines of the prize law, the property of these Nova Scotia owners in this vessel should be sub-

jected to the same liabilities that would have attached to her if she had been actually owned by Mr. Williams and employed by him in illicit traffic with the enemies of the country. "It is a possible thing," said Sir William Scott, in the Rendsborg, (4 Rob., 124,) "that the *commerce* may not be neutral, although the *property* is; and if that is the case, *the mere neutral ownership will not be a sufficient title to restitution.*" The *commerce* in which the Herald was engaged on the voyage in question was, certainly, not *neutral* commerce. It was the domestic commerce of the United States—unlawful, absolutely, as respected citizens of this country, lawful, independently of the blockade, as respected the neutral owner of the vessel—but commerce engaged in for the benefit of one who could not lawfully participate in it, and for the purpose of interposing, through her, a shield between that person and the belligerent weapons of the United States. It is a familiar principle that a vessel navigating under the pass of a foreign country, is to be considered as bearing the national character of the nation under whose pass she sails. (The Vigilantia, 1 Rob., 13.) So, if a neutral, from views of interest, chooses to engage himself in the trade of a belligerent nation, he must be content to bear all the consequences of such a speculation. (The Endraught, 1 Rob., 20.)

By analogy, as we contend, a neutral vessel placed by absolute contract in the exclusive possession of a citizen of a belligerent state, for the purpose of enabling him to prosecute trade with the enemies of his government, and also with the view of protecting such trade from the belligerent rights of that government, and which, under such control, enters on a voyage to the enemy's country, from a port within the jurisdiction of the belligerent state, should legally be affected with all the liabilities which, under the law of war, would attach to property actually owned by the same citizen and found in a similar predicament.

Independently of the general features of the case of the vessel, which of themselves are sufficient, we think, to superinduce her condemnation, there is one special fact, in connexion with the action of the owners of the vessel, which shows that they were influenced, in making this contract with Williams, by a positive desire and purpose to mask and withdraw from the rights of the United States the

illegal trade contemplated by the voyage. The fact to which we allude is, that *no copy of the charter-party for the voyage was allowed to be on board the vessel.* The master testifies that he executed three copies of the charter. "*One copy of it—my own,*" he says, "*I sent by mail to North, at Nova Scotia, and the others I sent by mail to Williams, in New York.*" (Record, p. 12.)

The object of such a disposition of these copies of the charter-party manifestly was to have on board of the vessel, on her voyage from Boston to Beaufort, no evidence whatever that others than neutral persons had any concern or interest in the vessel and voyage. This master, and this New York charterer, knew full well the danger of there being on board of her, on her voyage down the coast, that which would show to any cruiser of the United States, who might board her, that a northern merchant was prosecuting in her prohibited trade with the enemy. They were aware that no naval vessel would allow her to proceed to Beaufort, if such a paper as this charter-party were disclosed, but would send her in for investigation. They therefore very carefully arranged that all the copies of the charter party should be sent away after their execution, in order that the contemplated deception might be successfully practiced upon any naval vessel which should overhaul the "Herald" on her voyage to Beaufort. The suppression of the charter-party was a direct falsification of the *status* of the vessel. She was really a British bottom, owned for the voyage by a citizen of the United States, and that voyage utterly unlawful as respected him in whose possession she was. Ostensibly she was a British ship, trading on no account but that of her registered owners, in which no citizen of the United States, from any document on board of her, appeared to have the slightest interest. Will this court not say—must it not say—that this fraudulent suppression of the charter-party, and consequent falsification of the true relations of the vessel on the voyage in question, by the direct act of the constituted and legal agent of the neutral owners, is a circumstance so "malignant and aggravating" that it must operate to condemn the vessel? It was a fraud directly resorted to for the purpose of covering illicit trade by a citizen of this country—for the purpose of preventing interference with such trade on the part of this govern-

ment, and masking it from our belligerent rights. This court cannot, we believe, in the face of such a fraud, acquit the British interests in this vessel without renouncing the most familiar and ancient principles of the jurisprudence it now sits to administer.

III.

Liability of the vessel to Condemnation, independently of any question of the actual blockade of Beaufort, for sailing from Boston with a destination to Beaufort under a falsified clearance to a foreign port.

The charter-party, executed by the master while the "Herald" lay in Boston harbor, contemplated a voyage from Boston to Beaufort and thence to Liverpool. She was captured, as already seen, on her egress from Beaufort. But the character of the voyage, as stipulated in the charter, will enable the court to consider all questions connected with her primary destination to Beaufort, as well as those relative to her ulterior destination to Liverpool. Now the master, instead of clearing for the port of actual destination, took a clearance at Boston representing a fictitious destination to Turk's island. He says in his affidavit, "*the reasons why I cleared for Turk's island were that I did not wish my crew to know that I intended to go to a southern port; and I also designed, in case I found Beaufort blockaded, to go next to Turk's island for a cargo, if I could there obtain one on good terms.*" (Record, p. 12.) This was his ostensible reason. The real reason manifestly was that no vessel, as he knew, would be allowed to clear, late in May, 1861, at a northern port for a port in the insurrectionary States. When the "Herald" left Boston hostilities had been on foot more than a month, and a blockade maintained, for that length of time, of the ports of North Carolina. The collector at Boston, of course, would not have allowed this vessel to clear on that day for Beaufort. When she sailed then for Beaufort it was under a simulated and falsified clearance to Turk's island; and we contend that this circumstance, founded as it was on a clear purpose to defeat the exercise of the belligerent rights of the United States, and to mislead their naval cruisers, is, *per se*, an efficient cause of condemnation. The

owners of the vessel are precluded thereby from raising any question touching the character of the blockade of the port of destination.

This is not the case, it must be borne in mind, of a neutral vessel sailing on her owners' account from a neutral port with a destination to a blockaded port, under a simulated clearance; but it is the case of a professedly neutral vessel trading under such a clearance from the port of one of the belligerents to a blockaded port of its enemy under a charter-party to a citizen of the belligerent State. Whatever might be the rule with respect to a clearance of that character in the former case, there can be no question, under the adjudications of the English and continental courts of prize, that in the latter such conduct will render the vessel liable to condemnation independently of the question of the blockade of her port of destination. The fraud perpetrated at Boston, and continued throughout the voyage, for the purpose of eluding the belligerent rights of this government, we believe is, in the eye of the prize law, a *substantive ground of condemnation* in the case of this vessel. Mr. Justice Story has expressed the doctrine of the law of nations applicable to the present case thus:

"The BELLIGERENT has a right to require a frank and *bona fide* conduct on the part of NEUTRALS in the course of their commerce in time of war; AND IF THE LATTER WILL MAKE USE OF FRAUD AND FALSE PAPERS TO ELUDE THE JUST RIGHTS OF THE BELLIGERENTS, AND TO CLOAK THEIR OWN ILLEGAL PURPOSES, THERE IS NO INJUSTICE IN APPLYING TO THEM THE PENALTY OF CONFISCATION. THE TAINT OF THE FRAUD TRAVELS WITH THE PARTY AND HIS OFFENDING INSTRUMENT DURING THE WHOLE COURSE OF THE VOYAGE, AND UNTIL THE ENTERPRISE HAS, IN THE UNDERSTANDING OF THE PARTY HIMSELF, COMPLETELY TERMINATED." (Carrington *vs.* the Insurance Company, 8 Peters, 521.)

The court will at once perceive the reason of the rule, so clearly and broadly stated by Judge Story in the foregoing passage, in respect to its application to a case like the present.

We may concede for the present that the neutral owners of the "Herald" had the right to charter her to a citizen of the United States, for the prosecution of a trading voyage from one of their ports to the enemy's

country; and that, independently of a blockade of the port of her destination and a violation thereof, she would not have been liable to capture and condemnation for sailing from a port of the United States after the breaking out of the recent hostilities.

While this may have been the right of the neutral owner, and while the vessel in thus sailing might have been guilty of no overt act in violation of the law of war which would have subjected her to the penalty of confiscation, still the United States were entitled to exercise in her case the belligerent rights of visitation and search, and of detention, for the purpose of judicial investigation. The fraud in respect to the clearance had a direct tendency to interfere with the exercise of those rights. Its effect was what its purpose was, to mislead and blindfold the naval vessels of the United States on the ocean in respect to the destination of the vessel. The United States had the right to require this vessel, sailing under a charter-party to one of their own citizens, on a voyage to a port of their enemy, to exhibit on the face of the most appropriate document, the clearance, the whole truth in regard to her intended destination. This was her duty as an honest neutral. She violated that duty under the peril of the very consequence which has been visited against her—condemnation as enemy's property. The analogous cases adjudicated by the English prize court, in which similar penalties have been inflicted upon neutral property for like breaches of neutral good faith, show that the principle laid down by Judge Story, in the case of Carrington *vs.* the Insurance Company, is a radical and absolute one of this system of jurisprudence.

In the case of the carriage by neutrals of contraband goods to enemies ports, the vessels and remaining cargoes, if they are not of the same ownership as the contraband goods, are ordinarily not subject to confiscation. But where a ship proceeds on such a voyage under a *false destination*, the invariable rule is that she is liable to confiscation. (The Neutralitet, 3 Rob., 296; the Nancy, 3 Rob., 122; the Christiansberg, 6 Rob., 376.)

Another class of kindred cases, illustrating the same principle, is that of neutral vessels engaged in the coasting trade of one of the belligerents. Anciently, the prize courts held that such vessels were altogether excluded

from that trade, under the penalty of condemnation. In later times, they have been allowed to engage in the enemy's coasting trade in an open and undisguised manner. But when such trade is conducted under *false papers*, the vessels are subject to confiscation. The ground on which the rule rests is, that such conduct has a tendency to evade and defeat belligerent rights. The precise principle is well stated by Lord Stowell in the case of the "Ebenezer," (6 Rob., 250,) where the vessel was taken on a voyage from Embden to Antwerp. The cargo, however, had been brought from Bordeaux to Embden, where a new clearance had been obtained to Antwerp. Lord Stowell said :

"It is said that there has been no fraud practiced ; that the parties were doing no more than they might have done in a direct way. Is it not rather a double fraud to represent the voyage from Bordeaux to have been to Embden, and the voyage to Antwerp to have been from a neutral port? Is the holding out Embden as one of the terms of the voyage nothing to lull to sleep the suspicions of the British cruisers? *Deceit was practiced as to the destination, and I must think a fraudulent deceit, for the express purpose of evading the jealousy and vigilance with which a direct destination in such a trade would have been considered.*"

The Mars (6 Rob., 86) is another case of the class in which the same doctrine was affirmed. She was a vessel captured on a voyage ostensibly from Amsterdam to Tranquebar, but really to Batavia. The real destination was only disclosed by a private letter on board.

"On this part of the case," said Lord Stowell, "it is impossible not to observe that it was very blamable conduct, even supposing Batavia to have been out of the case, to sail with a false representation of the voyage in the ship's papers. The destination is a fact so proper to be known for every purpose of justification to the belligerent cruisers, and of convenience and protection to the neutral claimant, that if the voyage is changed from the original intention before the ship sails, it should be notified in the ship's papers." Lord Stowell refused to allow further proof in the case.

See, also, the Johanna Tholen, 6 Rob., 78; The Carolina, 3 Rob., 75.

A third class of kindred cases in which false and colorable destinations will subject neutral vessels to confiscation, embraces cases of such vessels engaged in trade between the colonies of a belligerent and the mother country. The adjudications proceed on the same ground—that of the illegality of any attempt on the part of a neutral to defeat by fraud the exercise of just belligerent rights. There are numerous instances of such cases in the books. We refer particularly, however, to the following: The Phœnix, 3 Rob., 191; and the Star, ibid, 193, (note 1;) The Calypso, 2 Rob., 154.

We mention, also, in connexion with the foregoing authorities, the cases of The Rosalie and Betty, 2 Rob., 348; and The Ida, 29, E. L. and E. R., 574.

That we have not mistaken the effect of the adjudications appears from the statement of Lord Ellenborough in the case *Oswell* vs. *Vigne*, (15 East., 75,) that "IT HAS BEEN DETERMINED BY THE DECISIONS OF THE COURTS OF ADMIRALTY THAT THE CARRYING SIMULATED PAPERS IS AN EFFICIENT CAUSE OF CONDEMNATION."

Judge Story, in his admirable summary of the doctrines of the prize law in the Appendix to 2 Wheaton's Reports, states this principle in the very language of Lord Ellenborough. (2 Wheaton, App., p. 39.)

It will be found, on a comparison of the Danish decisions cited in that case, (*Oswell* vs. *Vigne*,) and in the case of *Bell* vs. *Bromfield*, (15 East., 364,) and, also, of the Russian decision, referred to in *Horneyer* vs. *Lushington*, (ibid, 46,) with the English adjudications, some of which have been referred to, that the carriage of simulated papers by neutral vessels is visited with the same penalties by the prize courts of those important maritime countries of continental Europe, Denmark and Russia, as are inflicted for that offence by the English tribunals.

The case of this vessel clearly comes within the range of the authorities to which reference has been made. We contend that, independently of any question of actual blockade of Beaufort, and independently also of the fraud in respect to the charter party, she is confiscable for sailing from a port of the United States under a clearance representing a fictitious destination to a neutral port. When, however, it is remember that the charter-party, which would have disclosed, if it had been on board, her

true destination, was carefully not allowed to accompany her on the voyage, the case presented is one of most aggravated fraud. There was not a single public document carried by this vessel on her voyage from Boston which disclosed her actual destination to Beaufort. The very mariners of the vessel were kept in profound ignorance of the fact that she was destined to a southern port. The master states that was the object of her clearing for Turk's island. (Record, p. 12.)

If a neutral vessel should be permitted to trifle in such a way with the rights of a belligerent, to baffle and defeat, to evade and elude, as this vessel attempted to do by fraud and falsehood, the just exercise of those rights, then they are but rights in name, and not in reality—shadows, not substances.

IV.

LIABILITY OF THE VESSEL TO CONDEMNATION, ON ACCOUNT OF THE FALSE STATEMENTS AS TO THE OWNERSHIP OF THE CARGO MADE BY THE MASTER, FOR THE PURPOSE OF DECEPTION, IN THE PREPARATORY EXAMINATION.

We contend, independently of the other grounds of condemnation in the case of the vessel, that if it can be shown that this neutral master attempted by false statements in his examination *in preparatorio* to deceive the court with respect to the ownership of the cargo, his conduct will enure to the condemnation of the vessel. In respect to the first question that arises—the effect of the master's acts—it cannot be doubted that the master is the agent of the owners of the vessel, and will bind them *de jure* by his contract or his misconduct. (The Mercurius, 1 Rob., 84; the Vrow Judith, ib., 151; the Adonis, 5 Rob., 261; the Mars, 6 Rob., 88; the United States *vs.* the Malek Adhel, 2 How., 234.) The second question is, as to the effect with respect to the vessel, of an attempt by the neutral shipowner, either directly by his own act or indirectly by the act of his agent, the master, to deceive the court in regard to the ownership of the cargo. We hold that this circumstance alone will subject the *vessel* to condemnation. (The Fortuna, 3 Wheaton, 245.) The third question under this head of the argument is one of

fact, whether statements of the character alleged were made, for the purpose of deception, by the master of this vessel in his preparatory examination? On this point two references to the record are alone needed.

On August 1, 1861, William Folker, the master, was examined *in preparatorio*. His testimony on the point of the ownership of the cargo was as follows:

"*I believe Messrs. Potter & Brothers, of Liverpool, England, would have been the owners had the cargo reached its destination. I have no knowledge as to who were the owners at the time of the loading of the cargo.*" (Record, p. 29.)

On the 12th of November this same master filed a claim on behalf of the North Carolina shippers, who have been mentioned, in which he averred that they were the owners of a large part of the cargo, and that the rest of it was owned by Williams, the charterer. (Record pp. 9, 14.) In other words he affirmed in the claim that his testimony *in preparatorio* was false; that Potter Brothers, of Liverpool, had no interest in the cargo; and that it was wholly owned by people who were not mentioned by him as owners during his examination before the Prize Commissioners. It was impossible, from the relations of the master to the transactions of the voyage, but that he must have had a complete knowledge at the time of that examination of the interests of the North Carolina shippers in this cargo. He must, therefore, have dissembled his knowledge of those transactions, for no other purpose than to mislead and deceive the court as to the true character of the property. He must have known that the cargo was largely owned by enemies, and intended, when he swore that the English consignees were the owners, to cover the enemy ownership, and secure its restoration as neutral property.

V.

THE ENTIRE CARGO WAS SUBJECT TO CONDEMNATION AS ENEMY PROPERTY.

We will consider the several claims, and the questions they present, for the respective portions of the cargo, in the order in which they were filed.

1st. *The master's claim.*

This embraced, *first*, the several shipments of *turpentine* in casks, amounting to 655 casks; and, *secondly*, the several shipments of *tobacco*, in tierces and boxes, found on board of the vessel. The whole of this property was claimed by the master on behalf of the respective *North Carolina* shippers, whose ownership of it he thus distinctly affirmed. (Record, p. 9.) The evidence in the cause shows affirmatively that they were the absolute owners of the several shipments thus claimed in their respective names. We will indicate, briefly, the nature and effect of this evidence.

First. The turpentine. The bills of lading all express the several shipments of this article, embraced in the master's claim, to have been *on account* of the various *consignors*—all residents of North Carolina, and therefore enemies. The letters, addressed by these parties to the Liverpool consignees, accompanying the bills of lading are of the same tenor.

Thomas Thomas to Frazer, Trenholm & Co. (Record, p. 50.)

James T. Petteway & Co. to same. (Record, p. 50.)

Thomas Duncan & Co. to same. (Record, p. 52.)

T. C. & B. G. Worth to same. (Record, p. 52.)

On this proof the district court condemned, without hesitation, as *enemy-property*, all the turpentine in casks embraced in the claim of the master. No question can be made as to this decree.

Second. The tobacco.—The whole of this property, also, was claimed by the master, on behalf of the North Carolina shippers. His claim on their account was rejected by the court, but the subject of the claim was not condemned till the expiration of a year and a day from the capture. The court thought the fact that, according to the bills of lading for the tobacco, the shipments were on account of the Liverpool consignees, indicated neutral ownership. (Record, pp. 46, 47.) These parties were, therefore, given the usual time allowed in such cases to neutral owners in which to interpose claims for the tobacco. No claim on behalf of any of them, for any part of this property, was ever filed. This conclusively establishes the fact that they

never had any property in the tobacco, and that, at the time of capture, it belonged wholly to the enemy consignors. It was accordingly and rightly condemned, at the end of the year, by the district court, as enemies' property.

2d. *Williams's claim.*

This claim embraces all the turpentine found on board of the vessel not claimed by the master, (294 barrels and 6 half barrels,) and all the naval stores (tar and rosin) in the cargo. The allegation in the claim is, that this property, at the time of the capture, belonged exclusively to the claimant William Williams, a merchant of New York. We ask the court to condemn it, by affirming the decree below, *first*, because the proofs do not show that Williams had any proprietary interest in the property, but, on the contrary, do prove that it belonged to parties in North Carolina; and *secondly*, because, even if the ownership of Williams, at the time of capture, should be established, it is confiscable as property acquired in illicit trade with the enemy. We will now treat these two points in their order.

First. The bills of lading for the property claimed by Williams are numbered 84 and 85, and they respectively express shipments by "*Charles Parmlee, agent,*" and "*Charles Parmlee, agent for Potter Brothers,*" to Potter Brothers, or their assignees, at Liverpool, England. (Record, p. 46.)

We remark, first, that all question of English ownership of this property is out of the case. The district court, when it rejected Williams's claim, did not condemn the subjects of it, on the ground that as the bills of lading described, as we have seen, the shipper, Charles Parmalee, as the agent of the British consignees, they might possibly be the owners, and entitled to claim restitution. For this reason, the court allowed the consignees the usual time of a year, in which to assert their ownership, if they had any. But the record shows that Potter Brothers never claimed any part of the property; and thus it is established, beyond a doubt, that they neither owned nor claimed to own it.

Thus the question of ownership is reduced to one between Williams and the North Carolina shippers. We

affirm that the property never was, in fact or in law, the property of Williams. The transaction through which Williams alleges he acquired this property is stated in the affidavit appended to his claim. (Record, p. 17.) He alleges that in April, 1861, certain parties in North Carolina were indebted to him in various amounts under circumstances which are detailed, but which it is not necessary here to refer to. Desiring to be paid these balances, and believing that he could not obtain payment in cash, he chartered the Herald to go to Beaufort and there take on board such goods as his debtors "had, or would give" him, in payment of the amounts of their respective debts. The master received from Williams, as alleged, a letter addressed to one Charles Parmlee, his friend and agent, but no copy of letter is produced. Williams swears in his affidavit, (Record, p. 18,) that he kept no copy of it, but that its contents were substantially those of another letter to Parmlee, of a later date, (May 27,) and an alleged copy of which is found in this record, as produced on further proof. (Record, p. 21.)

If this statement is true, Parmlee was instructed to get spirits of turpentine and naval stores from the debtors referred to, load the vessel with these articles, and make the bills of lading out to Potter Brothers, Liverpool, to whom the vessel was consigned. Williams swears in regard to the transactions at Beaufort, as alleged pursuant to these instructions, as follows: "I have been *informed* by Nelson Parmlee, a brother of said Charles Parmlee, who then resided near Beaufort, and I verily believe, that a part of said spirits of turpentine and rosin on board of the Herald, and which part is mentioned in my said claim, belonged to and was held by said Charles for me absolutely; *and that the remainder of said property so claimed by me was afterwards purchased and paid for through him, but for me only, and with my funds.*" This is the whole of his statement so far as it touches the vital point of his claim. Of course *of itself* his statement goes for nothing. It is entirely a hearsay statement so far as Williams is concerned. Unless the facts *believed* by him are conclusively *proved* by competent evidence—his belief is of no weight. Now we affirm that there is absolutely no competent legal evidence, either in the preparatory proof and papers, or

in the further proof submitted by Williams, which even tends to establish either that any debts were owing to Williams by the North Carolina parties, or that any part of the merchandise claimed was delivered to Parmlee as Williams's agent in payment of these alleged debts, or that any part of it was purchased by Parmlee for and on account of the claimant and with his funds. Not one fact was proved by competent evidence. It is not even alleged by Williams that any part of the merchandise was paid for before shipment or before capture. On the contrary, we contend that so far as the evidence found on board of the vessel, or that adduced subsequently to the capture, throws any light on the transactions connected with this remarkable voyage and venture, it shows that the only interest that Williams had in it, *if any*, was to the extent of the freight to be earned for the carriage of these goods, and that the merchandise embraced in his claim was either the property of Charles Parmlee, or of other North Carolina persons for whom he acted. It is quite probable, indeed, that *Parmlee* was the real charterer of the vessel *in the name of Williams*. The master swears, in his preparatory examination, that, although he made the charter party with Williams, he did not know whether he acted for himself or for Charles Parmlee. (Record, p. 29.) A fact in further support of this view is, that the brother, Nelson Parmlee, who seems to have superintended alone the loading of the cargo, was found on board of her at the time of capture, and that he neither paid nor contracted to pay any passage-money. (Record, pp. 28, 24.) Notwithstanding his denial of the fact, it cannot be doubted that Nelson Parmlee *was* on board of the vessel in the character of supercargo. He went, in that character, of course, to look after the interests of his *brother*. One of the witnesses positively swears that this man was supercargo, and was going to Liverpool to dispose of the cargo. (Record, p. 36.)

We affirm, *firstly*, that the original evidence taken in the cause discloses nothing in support of Williams's claim. It in fact entirely disproves it. We have seen that the bills of lading indicate an ownership in the English consignees. That is overthrown, however, by the default of these parties in claiming. In his examination *in prepara-*

torio, Folker, the master, swears that Potter Brothers, of Liverpool, would have been the owners of it, if the cargo had reached Liverpool. (Record, p. 29.)

On pages 58 and 59 of the Record will be found three or four letters written by Parmlee to Folker, the master, while the "Herald" was loading her cargo. These letters were not adduced on further proof, but were part of the original preparatory proofs. The only one that is of much importance is the letter of June 25, in which Parmlee speaks of his arrangements to procure a cargo for the "Herald." He writes thus: "I am doing as fast as I can, and would have had your cargo in this week, but was in hope that some opening would be made, *so I could safely purchase one thousand barrels of spirits*, as freight was so much; but I find that it will be all *uncertain in relation to shipping and drawing on the cargo, under the present times.* I therefore, to save ourselves, will have to take on freight some five hundred barrels or more, which I suppose will be acceptable to you."

If this letter throws any light on the real nature of the transaction at Beaufort, it shows that a portion of the cargo was shipped by Parmlee on his own account, and that the balance belonged to other parties in North Carolina, and was shipped on freight. There is not the slightest hint in this letter, which was addressed to the master, with whom he seems to have been on the most confidential terms, that Williams was interested in the purchases of turpentine to which reference is made.

We come now, in the second place, to the *further proof* adduced by Williams; and we affirm, secondly, that this evidence (so called) does not supply any of the deficiencies or correct any of the defects of the preparatory proofs in regard to the proprietary interest of Williams. This supplemental proof consists of an affidavit of Nelson Parmlee (Record, pp. 22, 23, 24) and three letters from Parmlee to Williams, dated April 29, June 23 and 27, 1861, (Record, pp. 21, 22.) The affidavit of Nelson Parmlee should be excluded by the court from its consideration. If he has falsely stated, as we have shown he has, that he was not supercargo, his testimony is totally discredited, and he will not be believed as a witness. There is nothing in the affidavit to show that anything there stated is

testified to by the affiant on his own knowledge, but everything to prove that he merely repeats what was said to him by Charles Parmlee. We remark, further, that this court will totally reject this affidavit, if it believes that this man, Nelson Parmlee, has been guilty of an attempt to impose on the court in regard to his character and office on board of the vessel. The alleged letters of Parmlee are so vague, general, and mysterious, that they defy almost legal examination and criticism. The only words in them which can be tortured into a support of Williams's allegation, are such as these :

"*I have now for you three hundred and thirty-nine barrels,*" &c.—"*I will put in all I can of yours.*" * * * "*I am very sorry they would not let me fill her up for you.*" (Record, p. 22.)

No court of prize could regard such words as these as having even a tendency to prove, if the case were one of consignment to a neutral consignee by an enemy shipper, that at the time of shipment the *legal proprietary interest* in the goods was vested in the consignee, so as to defeat the belligerent right of capture before delivery. It is not worth while, however, to discuss the effect of these letters, in *the entire absence from the case of any, even the slightest, legal evidence to prove that any of the property, embraced by the bills of lading of July* 10, *before the capture, was bought with the funds of Williams, or was given in payment of the alleged debts to which he makes reference, and accepted by him as payment of the said debts.*

It will finally be observed that Williams swears in his affidavit that "the remainder of said property so claimed by me was AFTERWARDS purchased and paid for through him, (Parmlee,) but for me only, and with my funds." This is a clear admission that *at the time of shipment*, and *at the time of capture*, Williams had no legal property in a part of the merchandise which he claims, that could be recognized by a prize court.

The enemy shippers were, then, the owners at the time of capture, and no subsequent purchase by or on account of Williams could defeat the interest vested by the capture in the United States, and the captors. (The Aurora, 4 Rob., 222.) The right of capture acts upon the proprietary interest in the thing captured, at the time of capture. By

Williams's own admission he had, at the time of this capture, no proprietary interest in a part of the property claimed by him.

On his own statement, therefore, his claim with respect to a part of the merchandise cannot be sustained.

In respect to the residue of the property embraced in his claim, which he believes was held by Parmlee, in satisfaction of the alleged debts to which he refers, it is sufficient to remark that there is no proof to show either the existence of these debts, or that any part of the merchandise came from these apocryphal debtors.

There is not a *scintilla* of proof going to establish the allegation that any part of the merchandise claimed by Williams was transferred to him in payment of the debts referred to, save the expressions heretofore mentioned, contained in the two letters from Parmlee, found on page 22 of the record. The claim of Williams for so much of the cargo as he alleges came from these debtors of his, must stand or fall according to the judgment which the court may pronounce as to the effect of these letters.

One remark only is needed to be made in relation to these letters. It is, that there is to be found in neither of them a line or word which can be construed as stating that any of the alleged debtors, Lane, Riggs & Devine, Finalyson, or Charles Parmlee, had disposed of their property in favor of Williams, in the way that is suggested. There is not a reference to either of these persons in connexion with any part of the cargo of the Herald; and there is but one remark made about any of them, and that is a purely personal observation concerning Mr. Riggs.

It is clear that if these persons, or any of them, had placed property in the hands of Parmlee, in satisfaction of Williams's claims against them, Parmlee, in writing to his principal, would have given him the most ample account of the character and value of the merchandise. He would not have written such letters as those of June 23 and June 27. This court once said, "Men who write carelessly and without design may not be very explicit, but it rarely happens that they entirely conceal the truth. There will be some allusion to it." (The Frances, 8 Cranch, 352.) The letters furnish no support whatever to the theory of Williams's claim, that a part of the cargo was transferred

before shipment to him in payment of the debts to which he refers. Withdraw these letters from the case, and there is nothing in it even tending to show, that Williams could have had any proprietary interest in any part of this cargo.

If Williams were claiming as a neutral consignee of this property, the fullest proof would be required of him showing a *direct transfer* by these enemies of their property to him, in payment of the debts, and an *absolute acceptance* of the property by him, in satisfaction of the debts, before shipment, as well as the most entire and perfect *good faith* in the transaction, before a court of prize would hold that the property was vested in him at the time the goods were placed on board of the vessel. Before decreeing in favor of such a claim, the court would demand that the transaction, in all its details, should be affirmatively established, and that no part of it should be left open to doubt or question. It would require, too, the allegations of the claim to be established by the strictest legal evidence, by most stringent proof.

Such is the doctrine of this court as announced and acted upon in the cases of *The Merrimack*, 8 Cranch, 327, and *The Frances*, ibid, 352.

In the further proof adduced by Williams, consisting of the two letters, to which we have referred, we have already shown there is nothing that approaches the requirement of the doctrine and practice of this court, as set forth in these leading cases.

Second. But conceding, for the sake of the argument, that, through the alleged transactions between Parmlee and the original owners of this property, Williams acquired such a proprietary interest in the goods mentioned in his claim as would entitle him to restoration of them if they were not confiscable for violation of the laws of war, we contend, in the secoud place, that the property claimed by him was properly condemned by the circuit court for *illicit trading with the enemy*. The case is directly within the facts and doctrine of the leading case of The Hoop, (1 Rob., 165,) in which the illegality of trade with enemies, and the consequences attaching to the prosecution of such trade, are demonstrated and established on principles of universal jurisprudence. (See, also, the Jonge Pieter, 4 Rob., 83.)

Under the decision of this court in the case of The Rapid. (8 Cranch, 159,) if the property claimed by Williams had been bought and paid for before hostilities between the United States and North Carolina—if the absolute ownership of the goods had vested in Williams ten years before the war—he could not, without subjecting them to the liability of capture and condemnation, have removed, or attempted to remove, them from the enemy's territory. Vide, also, *The Joseph*, 8 Cranch, 454; *The St. Lawrence*, ibid, 434; *The Julia*, ibid, 194, (the elaborate opinion of Mr. Justice Story on the whole subject of the illegality of commercial intercourse with enemies.) He was guilty on this occasion, if the story he tells is believed, of a double breach of his duty of allegiance to his country. He attempted to acquire property from enemies under contracts made with them after the hostile relation had been more than two months established; and he set at defiance the lawful measures of his government for the prevention of commercial intercourse with those enemies, on the part both of its own citizens and of neutrals, by attempting, without license or authority of any kind, to remove the property, thus sought to be acquired, for his own gain and benefit, and against the highest interests of the State whose safety it was his duty to conserve. He cannot complain if the law should stamp all property thus acquired, and thus found in his possession, with the character of hostile property—enemy property, *pro hac vicé*—and as such the court should pronounce it subject to condemnation.

The decree of the circuit court should be affirmed.

JAMES SPEED,
Attorney General.
J. HUBLEY ASHTON,
Assistant Attorney General.

APPENDIX.

Proclamations relative to the Blockade of the Ports of Virginia and North Carolina.

By the President of the United States of America.

A PROCLAMATION.

Whereas, for the reasons assigned in my proclamation of the nineteenth instant, a blockade of the ports of the States of South Carolina, Georgia, Florida, Alabama, Louisiana, Mississippi, and Texas, was ordered to be established:

And whereas, since that date, public property of the United States has been seized, the collection of the revenue obstructed, and duly commissioned officers of the United States, while engaged in executing the orders of their superiors, have been arrested and held in custody as prisoners, or have been impeded in the discharge of their official duties, without due legal process, by persons claiming to act under the authorities of the States of Virginia and North Carolina,

An efficient blockade of the ports of those States will also be established.

In witness whereof I have hereunto set my hand, and caused the seal of the United States to be affixed.

Done at the city of Washington this twenty-seventh day of April, in the year of our Lord one thousand eight [L. S.] hundred and sixty-one, and of the independence of the United States the eighty-fifth.

ABRAHAM LINCOLN.

By the President.

WM. H. SEWARD,
Secretary of State.

U. S. Flag-Ship Cumberland,
Off Fortress Monroe, Va., April 30, 1861.

To all whom it may concern:

I hereby call attention to the proclamation of his Excellency Abraham Lincoln, President of the United States,

under date of April 27, 1861, for an efficient "blockade" of the ports of Virginia and North Carolina, and warn all persons interested that I have a sufficient naval force here for the purpose of carrying out that proclamation.

All vessels passing the capes of Virginia, coming from a distance, and ignorant of the proclamation, will be warned off; and those passing "Fortress Monroe" will be required to anchor under the guns of the fort, and subject themselves to an examination.

(Signed) G. J. PENDERGRAST,
Commanding Home Squadron.